

**CITY OF HOUSTON, TEXAS**  
**NOTICE OF REQUEST FOR PROPOSAL (RFP)**  
**SOLICITATION NO.: S55-T25415**

**"PARTNERING TO BETTER  
SERVE HOUSTON"**

**NIGP CODE:**

**952-30**

**SOLICITATION  
DUE DATE/TIME:**

**June 18, 2015 at 2:00 P.M. CST**

**SUBMITTAL  
LOCATION:**

**City Secretary's Office  
City Hall Annex, Public Level  
900 Bagby Street  
Houston, Texas 77002**

**DESCRIPTION:**

**Harris County Area Agency on Aging  
Nutrition and Transportation Services**

**PRE-PROPOSAL  
CONFERENCE:**

<i>Date</i>	<i>Time</i>	<i>Location</i>
<b>May 28, 2015</b>	<b>10:00 A.M.</b>	<b>901 Bagby, Basement Level, Conference Room No. 1 Houston, Texas</b>

In accordance with T.L.G.C. § Chapter 252, competitive sealed Proposals for the services specified will be received by the City Secretary's Office of the City of Houston at the above specified location, until the time and date cited. Offers must be in the actual possession of the City Secretary's Office on or prior to the time and date, and at the location indicated above. Late offers will not be considered.

Offers must be submitted in a sealed envelope or package with the Solicitation Number and the Proposer's name and address clearly indicated on the envelope or package. All offers must be completed in ink or typewritten. Additional instructions for preparing an offer are included in this Solicitation.

**PROPOSERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION**

**Solicitation Contact Person:**

\_\_\_\_\_  
Name

  
\_\_\_\_\_  
Lourdes Coss, City Chief Procurement Officer

**Joseph.Badell@houstontx.gov**  
\_\_\_\_\_  
E-Mail Address

**May 15, 2015**  
\_\_\_\_\_  
Date

<p style="text-align: center;"><b>SPECIAL INSTRUCTIONS TO PROPOSER(S)</b> <b>SOLICITATION NO. S55-T25415</b></p>
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**1.0 SUBMITTAL PROCEDURE:**

- 1.1 One (1) printed original signed in BLUE ink, and additional **twelve (12) electronic thumb drives** are to be submitted in a sealed envelope bearing the assigned Solicitation Number, located on the first page of the RFP document to:

City Secretary's Office  
City Hall Annex  
900 Bagby  
Houston, Texas 77002

- 1.2 The deadline for the submittal of the Proposal to the City Secretary's Office is no later than the date and time as indicated on the first page of the RFP document. Failure to submit the required number of copies as stated above may be subject for disqualification from the Proposal process.
- 1.3 Respondents may elect to either mail or personally deliver their Proposals to the City Secretary's Office. **Please label your proposals with your organization name, address and proposal number.**
- 1.4 The City of Houston shall bear no responsibility for submitting responses on behalf of any Proposer. Proposer(s) may submit their Proposal to the City Secretary's Office any time prior to the stated deadline.

**2.0 PROPOSAL FORMAT:**

- 2.1 The Proposal should be electronically generated, and the printed original signed in ink. They should not be submitted in elaborate or expensive binders. Legibility, clarity, and completeness are important and essential.
- 2.2 The Proposal must be signed by an individual(s) legally authorized to bind the Proposer(s), and must contain a statement that the Proposal and the prices contained therein shall remain firm for a period of one hundred-eighty (180) days.

**3.0 PRE-PROPOSAL CONFERENCE:**

- 3.1 A Pre-Proposal Conference will be held at the date, time, and location as indicated on the first page of the RFP document. Interested Proposer(s) should plan to attend. It will be assumed that potential Proposer(s) attending this meeting have reviewed the RFP in detail, and are prepared to bring up any substantive questions not already addressed by the City.

**4.0 ADDITIONAL INFORMATION AND SPECIFICATION CHANGES:**

- 4.1 Requests for additional information and questions should be addressed to the Finance Department, Strategic Procurement Division Buyer, Joseph Badell telephone: 832.393.0209, fax: 832.393. 8759, or e-mail (preferred method to): **joseph.badell@houston.tx.gov** no later than **2:00 P.M., CST, June 4, 2015**. The City of Houston shall provide written response to all questions received in writing before the submittal deadline. Questions received from all Proposer(s) shall be answered and sent to all Proposer(s) who are listed as having obtained the RFP. Proposer(s) shall be notified in writing of any changes in the specifications contained in this RFP.

**5.0 LETTER(S) OF CLARIFICATION:**

- 5.1 All Letters of Clarification and interpretations to this Solicitation shall be in writing. Any Letter of Clarification(s) or interpretation that is not in writing shall not legally bind the City of Houston. Only information supplied by the City of Houston in writing or in this RFP should be used in preparing Proposal responses.
- 5.2 The City does not assume responsibility for the receipt of any Letters of Clarification sent to Proposer(s).

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**6.0 EXAMINATION OF DOCUMENTS AND REQUIREMENTS:**

- 6.1 Each Proposer shall carefully examine all RFP documents and thoroughly familiarize themselves with all requirements prior to submitting a Proposal to ensure that the Proposal meets the intent of this RFP.
- 6.2 Before submitting a Proposal, each Proposer shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the requirements of this RFP. Failure to make such investigations and examinations shall not relieve the Proposer from obligation to comply, in every detail, with all provisions and requirements of the RFP.

**7.0 EXCEPTIONS TO TERMS AND CONDITIONS:**

- 7.1 All exceptions included with the Proposal shall be submitted in a clearly identified separate section of the Proposal in which the Proposer clearly cites the specific paragraphs within the RFP where the Exceptions occur. Any Exceptions not included in such a section shall be without force and effect in any resulting contract unless such Exception is specifically referenced by the City Purchasing Agent, City Attorney, Director(s) or designee in a written statement. The Proposer's preprinted or standard terms will not be considered by the City as a part of any resulting contract.
- 7.2 All Exceptions that are contained in the Proposal may negatively affect the City's Proposal evaluation based on the evaluation criteria as stated in the RFP, or result in possible rejection of Proposal.

**8.0 POST-PROPOSAL DISCUSSIONS WITH PROPOSER(S):**

- 8.1 It is the City's intent to commence final negotiation with the Proposer(s) deemed most advantageous to the City. The City reserves the right to conduct post-Proposal discussions with any Proposer(s).

**9.0 PROTEST:**

- 9.1 A protest shall comply with and be resolved, according to the City of Houston Procurement Manual [http://purchasing.houstontx.gov/docs/Procurement\\_Manual.pdf](http://purchasing.houstontx.gov/docs/Procurement_Manual.pdf) and rules adopted thereunder. Protests shall be submitted in writing and filed with both, the City Attorney and the Solicitation contact person. A pre-award protest of the RFP shall be received five (5) days prior to the solicitation due date and a post-award protest shall be filed within five (5) days after City Council approval of the contract award.
- 9.2 A protest shall include the following:
  - 9.2.1 The name, address, e-mail, and telephone number of the protester;
  - 9.2.2 The signature of the protester or its representative who has the delegated authority to legally bind its company;
  - 9.2.3 Identification of the RFP description and the RFP or contract number;
  - 9.2.4 A detailed written statement of the legal and factual grounds of the protest, including copies of relevant documents, etc.; and
  - 9.2.5 The desired form of relief or outcome, which the protester is seeking.

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**10.0 NO CONTACT PERIOD:**

- 10.1 Neither bidder(s) nor any person acting on bidder(s)'s behalf shall attempt to influence the outcome of the award by the offer, presentation or promise of gratuities, favors, or anything of value to any appointed or elected official or employee of the City of Houston, their families or staff members. All inquiries regarding the solicitation are to be directed to the designated City Representative identified on the first page of the solicitation. Upon issuance of the solicitation through the pre-award phase and up to the date the City Secretary publicly posts notice of any City Council agenda containing the applicable award, aside from bidder's formal response to the solicitation, through the pre-award phase, written requests for clarification during the period officially designated for such purpose by the City Representative, neither bidder(s) nor persons acting on their behalf shall communicate with any appointed or elected official or employee of the City of Houston, their families or staff through written or oral means in an attempt to persuade or influence the outcome of the award or to obtain or deliver information intended to or which could reasonably result in an advantage to any bidder. However, nothing in this paragraph shall prevent a bidder from making public statements to the City Council convened for a regularly scheduled session after the official selection has been made and placed on the City Council agenda for action, or to a City Council committee convened to discuss a recommendation regarding the solicitation."

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- 1.0 This RFP does not commit the City of Houston to award a contract, issue a purchase order, or to pay any costs incurred in the preparation of a Proposal in response to this request.
- 2.0 The Proposals will become part of the City's official files without any obligation on the City's part. All Responses shall be held confidential from all parties other than the City until after the contract is awarded. Afterward, the Proposals shall be available to the public.
- 3.0 The City of Houston shall not be held accountable if material from responses is obtained without the written consent of the Proposer by parties other than the City, at any time during the Proposal evaluation process.
- 4.0 In the event a Proposer submits trade secret information to the City, the information must be clearly labeled as a **"Trade Secret."** The City will maintain the confidentiality of such trade secrets to the extent provided by law.
- 5.0 Proposer(s) shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the City of Houston (including any and all members of Proposal evaluation committees).
- 6.0 Proposer(s) shall not collude in any manner, or engage in any practices, with any other Proposer(s), which may restrict or eliminate competition, or otherwise restrain trade. This is not intended to preclude subcontracts and joint ventures for the purposes of: a) responding to this RFP; or b) establishing a project team with the required experience and/or capability to provide the goods or services specified herein. Conversely, the City can combine or consolidate Proposals, or portions thereof, for the purposes mentioned above.
- 7.0 All Proposals submitted must be the original work product of the Proposer. The copying or paraphrasing of the work product of another Proposer is not permitted.
- 8.0 The RFP and the related responses of the selected Proposer will by reference (within either a contract or purchase order) become part of any formal Agreement between the selected Proposer and the City. The City and the selected Proposer may negotiate a Contract or contracts for submission to City Council for consideration and approval. In the event an Agreement cannot be reached with the selected Proposer, the City reserves the right to select an alternative Proposer. The City reserves the right to negotiate with alternative Proposer the exact terms and conditions of the contract.
- 9.0 Proposer(s), their authorized representatives and their agents are responsible for obtaining, and will be deemed to have, full knowledge of the conditions, requirements, and specifications of the RFP at the time a Proposal is submitted to the City.
- 10.0 The Agreement(s) shall become effective on or **about October 1, 2015** for a term of five (5) years. The City of Houston reserves the option of extending the Agreement(s) on an annual basis for two (2) additional one-year terms, or portions thereof plus two (2) additional one-year terms, or portions thereof plus.
- 11.0 If necessary for the completion of tasks required under the project, the City will provide reasonable working space to the Prime Contractor.
- 12.0 Clerical support and reproduction of documentation costs shall be the responsibility of the Prime Contractor. If required, such support and costs shall be defined in the negotiated Agreement.
- 13.0 Prime Contractor personnel essential to the continuity, and the successful and timely completion of the project should be available for the duration of the project unless substitutions are approved in writing by the City Project Director.
- 14.0 The Prime Contractor will be expected to adhere to all standard contractual requirements of the City which shall include, but are not limited to, provisions for: Time Extensions; Appropriation of Available Funds; Approvals; Term and Termination; Independent Contractor; Business Structure and Assignments; Subcontractors; Parties in Interest; Non-Waiver; Applicable Laws; Notices; Use of Work Products; Equal Employment Opportunity; Force Majeure; and Inspections and Audits.

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- 15.0 The City may terminate its performance under a contract in the event of a default by the Prime Contractor and a failure to cure such default after receiving notice of default from the City. Default may result from the Prime Contractor's failure to perform under the terms of the contract or from the Prime Contractor becoming insolvent, having a substantial portion of its assets assessed for the benefit of creditors, or having a receiver or trustee appointed.
- 16.0 Prime Contractor must promptly report to the City Project Director any conditions, transactions, situation, or circumstances encountered by the Prime Contractor which would impede or impair the proper and timely performance of the contract.
- 17.0 The City of Houston has sole discretion and reserves the right to cancel this RFP, or to reject any or all Proposals received prior to contract award.
- 18.0 The City reserves the right to waive any minor informality concerning this RFP, or to reject any or all Proposals or any part thereof.
- 19.0 The City reserves the right to request clarity of any Proposal after they have been received.
- 20.0 The City reserves the right to select elements from different individual Proposals and to combine and consolidate them in any way that best serves the City's interest. The City reserves the right to reduce the scope of the project and evaluate only the remaining elements from all Proposals. The City reserves the right to reject specific elements contained in all Proposals and to complete the evaluation process based only on the remaining items.
- 21.0 The selected Proposer(s) must furnish a "Certificate of Registration" which authorizes them to conduct business in the State of Texas prior to the awarding of the contract. Such Registration is obtained from the Texas Secretary of State's Office, which will also provide the certification thereof.
- 22.0 After contract execution, the successful Proposer shall be the Prime Contractor and responsible party for contracting and communicating the work to be performed to subcontractors, and for channeling other information between the City and subcontractors. Any subcontracting must be specified in the Proposal. Any subcontracting not specified in the Proposal will need prior written approval from the City Purchasing Agent.
- 23.0 Prime Contractor assumes total responsibility for the quality and quantity of all work performed, whether it is undertaken by the Prime Contractor or is subcontracted to another organization.
- 24.0 If subcontractor involvement is required in the use of license, patent, or proprietary process, the Prime Contractor is responsible for obtaining written authorization from the subcontractor to use the process, or provide another process comparable to that which is required and which is acceptable to the City, all at no additional cost or liability to the City.

# GENERAL TERMS AND CONDITIONS

## SOLICITATION NO. S55-T25415

### 1.0 INDEMNITY AND RELEASE:

#### 1.1 RELEASE

PRIME CONTRACTOR/SUPPLIER AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.

#### 1.2 INDEMNIFICATION

PRIME CONTRACTOR/SUPPLIER AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

- 1.2.1 PRIME CONTRACTOR/SUPPLIERS AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 1.1-1.3, "PRIME CONTRACTOR/SUPPLIER") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;
- 1.2.2 THE CITY'S AND PRIME CONTRACTOR/SUPPLIER'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER PRIME CONTRACTOR/SUPPLIER IS IMMUNE FROM LIABILITY OR NOT; AND
- 1.2.3 THE CITY'S AND PRIME CONTRACTOR/SUPPLIER'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER PRIME CONTRACTOR/SUPPLIER IS IMMUNE FROM LIABILITY OR NOT.
- 1.2.4 PRIME CONTRACTOR/SUPPLIER SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. PRIME CONTRACTOR/SUPPLIER'S INDEMNIFICATION IS LIMITED TO \$500,000 PER OCCURRENCE. PRIME CONTRACTOR/SUPPLIER SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.
- 1.2.5 CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE CITY) FROM ALL CLAIMS OR CAUSES OF ACTION BROUGHT AGAINST THE CITY ALLEGING THAT THE CITY'S USE OF ANY EQUIPMENT, SOFTWARE, PROCESS, OR DOCUMENTS CONTRACTOR FURNISHES DURING THE TERM OF THIS AGREEMENT INFRINGES ON A PATENT, COPYRIGHT, OR TRADEMARK, OR MISAPPROPRIATES A TRADE SECRET. CONTRACTOR SHALL PAY ALL COSTS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS, AND INTEREST) AND DAMAGES AWARDED. CONTRACTOR SHALL NOT SETTLE ANY CLAIM ON TERMS WHICH PREVENT THE CITY FROM USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS WITHOUT THE CITY'S PRIOR WRITTEN CONSENT. WITHIN 60 DAYS AFTER BEING NOTIFIED OF THE CLAIM, CONTRACTOR SHALL, AT ITS OWN EXPENSE, EITHER (1) OBTAIN FOR THE CITY THE RIGHT TO CONTINUE USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS OR, (2) IF BOTH PARTIES AGREE, REPLACE OR MODIFY THEM WITH COMPATIBLE AND FUNCTIONALLY EQUIVALENT PRODUCTS. IF NONE OF THESE ALTERNATIVES IS REASONABLY AVAILABLE, THE CITY MAY RETURN THE EQUIPMENT, SOFTWARE, OR DOCUMENTS, OR DISCONTINUE THE PROCESS, AND CONTRACTOR SHALL REFUND THE PURCHASE PRICE.

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1.3 INDEMNIFICATION-SUBCONTRACTOR'S INDEMNITY

- 1.3.1 CONTRACTOR SHALL REQUIRE ALL OF ITS SUBCONTRACTORS (AND THEIR SUBCONTRACTORS) TO RELEASE AND INDEMNIFY THE CITY TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE AND INDEMNITY TO THE CITY.

2.0 INDEMNIFICATION PROCEDURES:

- 2.1 Notice of Claims. If the City or Prime Contractor receives notice of any claim or circumstances which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 30 days. The notice must include the following:

2.1.1 A description of the indemnification event in reasonable detail,

2.1.2 The basis on which indemnification may be due, and

2.1.3 The anticipated amount of the indemnified loss.

- 2.2 This notice does not stop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 30-day period, it does not waive any right to indemnification except to the extent that Prime Contractor/Supplier is prejudiced, suffers loss, or incurs expense because of the delay.

2.3 Defense of Claims.

- 2.3.1 Assumption of Defense. Prime Contractor may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. Prime Contractor/Supplier shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Prime Contractor must advise the City as to whether or not it will defend the claim. If Prime Contractor does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.

- 2.3.2 Continued Participation. If Prime Contractor elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Prime Contractor may settle the claim without the consent or agreement of the City, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City, (ii) would require the City to pay amounts that Prime Contractor does not fund in full, (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

3.0 INSURANCE REQUIREMENTS:

- 3.1 The Contractor shall obtain and maintain in effect during the term of this Agreement, insurance coverage as set forth below and shall furnish certificates of insurance showing the City as an additional insured, in duplicate form, prior to the beginning of the Contract. The City shall be named as an additional insured on all such policies except Professional Liability and Workers' Compensation, must contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under the Agreement. **The issuer of any policy shall have a Certificate of Authority to transact insurance business in the State of Texas or have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition of Best's Key Rating Guide, Property-Casualty United States.**

- 3.2 Comprehensive General Liability including Contractual Liability and Automobile Liability insurance shall be in at least the following amounts:



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3.2.1 Commercial General Liability Insurance including Contractual Liability:

3.2.1.1 \$500,000 per occurrence

3.2.1.2 \$1,000,000 aggregate, (defense costs excluded from face value of the policy)

3.2.2 Workers' Compensation:

3.2.2.1 Amount shall be statutory amount

3.2.2.2 **Employer's Liability cannot be used as a substitute for Workers' Compensation**

3.2.3 Automobile Liability (See Note Below):

\$1,000,000 Combined Single Limit per occurrence

Defense costs are excluded from the face amount of the policy. Aggregate Limits are per 12-month policy period unless otherwise indicated.

3.2.4 Employer's Liability:

3.2.4.1 Bodily injury by accident \$100,000 (each accident)

3.2.4.2 Bodily injury by disease \$100,000 (policy limit)

3.2.4.3 Bodily injury by disease \$100,000 (each employee)

3.2.5 Professional Liability

3.2.5.1 \$1,000,000 per occurrence \$1,000,000 aggregate

3.3 Automobile liability insurance for autos furnished or used in the course of performance of this contract including Owned, Non-owned and Hired Auto coverage (Any Auto coverage may be substituted for Owned, Non-owned and Hired Auto coverage.) If no autos are owned by the Contractor, coverage may be limited to Non-owned and Hired Autos. If Owned Auto coverage cannot be purchased by Contractor, Scheduled Auto coverage may be substituted for Owned Auto coverage. EACH AUTO USED IN PERFORMANCE OF THIS CONTRACT MUST BE COVERED IN THE LIMITS SPECIFIED.

3.4 If the City of Houston requires you to maintain in effect insurance coverage during the term of a contract resulting from the City's acceptance of your response to this request for proposal ("potential contract"), all of your insurance policies must require on their face, or by endorsement, that your insurance carrier waives any rights of subrogation against the City of Houston except for Professional Liability insurance. You must give 30-days' written notice to the City Chief Procurement Officer if any of your insurance policies are to be cancelled, materially changed, or not renewed. Within this 30-day period, you shall provide other suitable policies in lieu of those about to be canceled, materially changed, or not renewed so as to maintain in effect the required coverage. If you do not comply with this requirement, the Purchasing Agent, at his or her sole discretion, may: (1) immediately suspend you from any further performance under the potential contract and begin procedures to terminate for default, or (2) purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to you under the potential contract.

3.5 If any part of the work is sublet, similar insurance shall be provided by or in behalf of the Subcontractor to cover their operations, and the Contractor shall furnish evidence of such insurance, satisfactory to the City. In the event a Subcontractor is unable to furnish insurance in the limits required under the contract, the Contractor shall endorse the Subcontractor as an Additional Insured on their policies excluding Workers' Compensation and Employer's Liability.

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- 3.5.1 (See Insurance Requirements Exhibit for a sample insurance certificate format.)
- 3.5.2 Only unaltered original insurance certificates endorsed by the underwriter are acceptable. Photocopies are unacceptable.
- 3.6 Contractor shall maintain in effect certain insurance coverage, which is described as follows:
- 3.6.1 Form of Policies: The Director may approve the form of the insurance policies, but nothing the Director does or fails to do relieves Contractor from its duties to provide the required coverage under this Agreement. The Director's actions or in-actions do not waive the City's right under this Agreement.
- 3.6.2 Issuers of Policies: The issuer of any policy shall have a Certificate of Authority to transact insurance business in Texas or have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition Best's Key Rating Guide, Property-Casualty United States.
- 3.6.3 Insured Parties: Each policy, except those for Workers Compensation, Employer's Liability, and Professional Liability, must name the City (and its officers, agents, and employees) as Additional Insured parties on the original policy and all renewals or replacements.
- 3.6.4 Deductibles: Contractor shall be responsible for and bear any claims or losses to the extent of any deductible amounts and waives any claim it may have for the same against the City, its officers, agents, or employees.
- 3.6.5 Cancellation: Each policy must state that it may not be canceled, materially modified, or non-renewed unless the contractor gives the Director 30 days' advance written notice. Contractor shall give written notice to the Director within five days of the date on which total claims by any party against Contractor reduce the aggregate amount of coverage below the amounts required by this Agreement. In the alternative, the policy may contain an endorsement establishing a policy aggregate for the particular project or location subject to this Agreement.
- 3.6.6 Subrogation: Each policy must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the City, its officers, agents, or employees, except for Professional Liability insurance.
- 3.6.7 Endorsement of Primary Insurance: Each policy, except Worker's Compensation and Professional Liability (if any), must contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under this Agreement.
- 3.6.7.1 All certificates of insurance submitted by Contractor shall be accompanied by endorsements for additional insured coverage in favor of the City for Commercial General Liability and Automobile Liability policies; and waivers of subrogation in favor of the City for Commercial General Liability, Automobile Liability, and Worker's Compensation/Employers' Liability policies. For a list of pre-approved endorsement forms see <http://purchasing.houstontx.gov/forms.shtml>. The Director will consider all other forms on a case-by-case basis.
- 3.6.8 Liability for Premium: Contractor shall pay all insurance premiums, and the City shall not be obligated to pay any premiums.
- 3.6.9 Subcontractors: Contractor shall require all subcontractors to carry insurance naming the City as an additional insured and meeting all of the above requirements except amount. The amount must be commensurate with the amount of the subcontract, but in no case less than \$500,000 per occurrence. Contractor shall provide copies of insurance certificates to the Director.
- 3.6.10 Proof of Insurance: On the effective date and at any time during the Term of this Agreement, Contractor shall furnish the Director with Certificates of Insurance, along with an Affidavit from Contractor confirming that the Certificates accurately reflect the insurance coverage maintained. If requested in writing by the Director, Contractor shall furnish the City with certified copies of Contractor's actual insurance policies.

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3.6.10.1 Contractor shall continuously and without interruption, maintain in force the required insurance coverage's specified in this Section. If Contractor does not comply with this requirement, the Director, at his or her sole discretion, may immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or

3.6.10.2 Purchase the required insurance with City funds and deducts the cost of the premiums from amounts due to Contractor under this Agreement.

3.6.10.3 The City shall never waive or be stopped to assert its right to terminate this Agreement because of its acts or omissions regarding its review of insurance documents.

3.6.11 Other Insurance: If requested by the Director, Contractor shall furnish adequate evidence of Social Security and Unemployment Compensation Insurance, to the extent applicable to Contractor's operations under this Agreement.

**4.0 CONTRACTOR PERFORMANCE LANGUAGE:**

4.1 Contractor should make citizen satisfaction a priority in providing services under this contract. Contractor's employees should be trained to be customer-service oriented and to positively and politely interact with citizens when performing contract services. Contractor's employees should be clean, courteous, efficient and neat in appearance at all times and committed to offering the highest degree of service to the public. If, in the Director's determination, the Contractor is not interacting in a positive and polite manner with citizens, the Contractor shall take all remedial steps to conform to the standards set by this contract and is subject to termination for breach of contract.

**5.0 INSPECTIONS AND AUDITS:**

5.1 City representatives may have the right to perform, or have performed, (1) audits of Contractor's books and records, and (2) inspections of all places where work is undertaken in connection with this Agreement. Contractor shall keep its books and records available for this purpose for at least three (3) years after this Agreement terminates. This provision does not affect the applicable statute of limitations.

**6.0 INTERPRETING SPECIFICATIONS:**

6.1 *The specifications and product references contained herein are intended to be descriptive rather than restrictive. The City is soliciting Proposals to provide a complete product and service package, which meets its overall requirements. Specific equipment and system references may be included in this RFP for guidance, but they are not intended to preclude Proposer(s) from recommending alternative solutions offering comparable or better performance or value to the City. Unless specifically stated otherwise with regard to a specific item of equipment, it should be assumed that the City requires all equipment proposed for this project to be supported by a manufacturer's warranty, which is equal to or better than the prevailing standard in the industry.*

6.2 Changes in the specifications, terms and conditions of this RFP will be made in writing by the City prior to the Proposal due date. Results of informal meetings or discussions between a potential Proposer(s) and a City of Houston official or employee may not be used as a basis for deviations from the requirements contained in this RFP.

<p style="text-align: center;"><b>GENERAL TERMS AND CONDITIONS</b> <b>SOLICITATION NO. S55-T25415</b></p>
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**7.0     CONTRACTOR DEBT:**

**7.1     IF CONTRACTOR, AT ANY TIME DURING THE TERM OF THIS AGREEMENT, INCURS A DEBT, AS THE WORD IS DEFINED IN SECTION 15-122 OF THE HOUSTON CITY CODE OF ORDINANCES, IT SHALL IMMEDIATELY NOTIFY THE CITY CONTROLLER IN WRITING. IF THE CITY CONTROLLER BECOMES AWARE THAT CONTRACTOR HAS INCURRED A DEBT, HE SHALL IMMEDIATELY NOTIFY CONTRACTOR IN WRITING. IF CONTRACTOR DOES NOT PAY THE DEBT WITHIN 30 DAYS OF EITHER SUCH NOTIFICATION, THE CITY CONTROLLER MAY DEDUCT FUNDS IN AN AMOUNT EQUAL TO THE DEBT**

**FROM ANY PAYMENTS OWED TO CONTRACTOR UNDER THIS AGREEMENT, AND CONTRACTOR WAIVES ANY RECOURSE THEREFOR.**

**8.0     CRIMINAL JUSTICE INFORMATION SERVICES (CJIS) COMPLIANCE:**

**8.1     The Houston Police Department recognizes that by allowing physical or logical (electronic) access to HPD facilities or network resources, people may gain access to information or systems they are statutorily prohibited from accessing. To comply with state and federal regulations, the Houston Police Department is required to document and investigate access requests to be sure access is necessary and permitted. Bidders/Respondents, therefore, agree to review the Criminal Justice Information Systems (CJIS) process and related documents located at <http://www.houstontx.gov/police/cjis/hpdvendorcertification.htm> and shall comply with the terms and requirements therein.**

<p style="text-align: center;"><b>SPECIAL TERMS AND CONDITIONS</b> <b>SOLICITATION NO. S55-T25415</b></p>
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**1.0 LOCAL MINORITY/WOMEN BUSINESS ENTERPRISE PARTICIPATION:**

- 1.1 Contractor shall comply with the City's Minority and Women Business Enterprise ("M/WBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. Contractor shall make good faith efforts to award subcontracts or Supply Agreements in at least 11% of the value of this Agreement to M/WBEs. Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with the City's Office of Business Opportunity ("OBO"), and will comply with them.
- 1.2 M/WBE subcontracts must contain the Terms set out in **Exhibit II**.

**2.0 CITY CONTRACTORS' PAY OR PLAY PROGRAM:**

- 2.1 The requirements and terms of the City of Houston Pay or Play Program, as set out in Executive Order 1-7, are incorporated into this Agreement for all purposes. Contractor has reviewed Executive Order No. 1-7 and shall comply with its Terms and Conditions as they are set out at the time of City Council approval of this Agreement. This provision requires certain Contractors to offer to certain employees a minimal level of health benefits or to contribute a designated amount to be used to offset the costs of providing health care to uninsured people in the Houston/Harris County area. Failure to complete **Exhibit X** "Pay or Play" Acknowledgement Form & Certification of Agreement to Comply with Pay or Play Program may be just cause for rejection of your Proposal.

**3.0 CITY CONTRACTOR OWNERSHIP DISCLOSURE ORDINANCE:**

- 3.1 City Council requires knowledge of the identities of the owners of entities seeking to contract with the City in order to review their indebtedness to the City prior to entering into contracts. Therefore, all respondents to this RFP must comply with Houston Code of Ordinances Chapter 15, as amended (Sections 15-122 through 15-126) relating to the disclosure of owners of entities bidding on, proposing for or receiving City contracts.
- 3.2 Completion of Exhibit VI – "Affidavit of Ownership or Control" will satisfy this requirement. Failure to provide this information may be just cause for rejection of your Bid or Proposal.

**4.0 CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE:**

- 4.1 The City of Houston Fair Campaign Ordinance makes it unlawful for a Contractor to offer any contribution to a candidate for City elective office. For purposes of this ordinance a contract is defined as any contract for goods or services having a value in excess of \$30,000 or more, regardless of the way by which it was solicited or awarded. **Exhibit V** of this RFP describes the contract and documentation requirements relating to this Ordinance.

**5.0 DRUG DETECTION AND DETERRENCE PROCEDURES FOR CONTRACTORS:**

- 5.1 It is the policy of the City to achieve a drug-free workforce and to provide a workplace that is free from the use of illegal drugs and alcohol. It is also the policy of the City that the manufacture, distribution, dispensation, possession, sale or use of illegal drugs or alcohol by Contractors while on City premises is prohibited. Accordingly, effective September 1, 1994, and pursuant to the Mayor's Executive Order 1-31, as a condition to the award of any contract for labor or services, a successful Proposer(s) must certify to its compliance with this policy. **EXHIBIT VII** contains the standard language, which will be used in each contract for labor or services, as well as the Executive Order 1-31 disclosure and compliance forms (Attachments A, B, and C). These forms must be completed and returned prior to award.

# SPECIAL TERMS AND CONDITIONS

## SOLICITATION NO. S55-T25415

### 6.0 **HIRE HOUSTON FIRST:**

#### 6.1 **Designation as a City Business or Local Business**

- 6.1.1 To be designated as a City or Local Business for the purposes of the Hire Houston First Program, as set out in Article XI of Chapter 15 of the Houston City Code, a bidder or proposer must submit the **Hire**

**Houston First Application and Affidavit ("HHF Affidavit")** to the Director of the Mayor's Office of Business Opportunities and receive notice that the submission has been approved prior to award of a contract. Bidders are encouraged to secure a designation prior to submission of a bid or proposal if at all possible.

- 6.1.2 **Download the HHF Affidavit** from the Office of Business Opportunities Webpage at the City of Houston e-Government Website at the following location:

<http://www.houstontx.gov/hbsc/hirehoustonfirstaffidavit.pdf>

- 6.1.3 Submit the completed application forms to: Mayor's Office of Business Opportunity, One Stop Business Center, 900 Bagby St., Public Level, Houston, TX 77002 or Applications may be submitted via e-mail to [HHF-MOBO@houstontx.gov](mailto:HHF-MOBO@houstontx.gov) or faxed to 832.393.0952 or Applications may be submitted with proposal response.

#### 6.2 **Award of Procurement Pursuant to a Request for Proposal, Best Value Solicitation or Alternative--Pursuant to Chapter 15 of the City Code of Ordinances**

- 6.2.1 IN EVALUATION OF A PROPOSAL SUBMITTED UNDER ANY OF THE ABOVE PROCUREMENT METHODS, THE CITY SHALL AWARD EXTRA POINTS EQUAL TO

- **THREE PERCENT** OF THE TOTAL EVALUATION POINTS AVAILABLE TO A "LOCAL BUSINESS," AS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES, AND
- **FIVE PERCENT** OF THE TOTAL EVALUATION POINTS AVAILABLE TO A "CITY BUSINESS," AS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES
- UNLESS THE USER DEPARTMENT DETERMINES THAT AN AWARD TO THE LOCAL OR CITY BUSINESS WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED IN SECTION 15-181 OF THE CODE.

### 7.0 **PROJECT ADMINISTRATION:**

- 7.1 Questions regarding the scope of the project, technical specifications, proposed applications, etc., may be addressed to the project manager at the Pre-Proposal conference.

### 8.0 **STANDARD PAYMENT TERMS**

- 8.1 The City of Houston's standard payment term is to pay 30 days after receipt of invoice or receipt of goods or services, whichever is later, according to the requirements of the Texas Prompt Payment Act (Tx. Gov't Code, Ch. 2251). However, the City will pay in less than 30 days in return for an early payment discount from vendor as follows:

-Payment Time 10 Days: 2% Discount-  
Payment Time 20 Days: 1% Discount

- 8.2 A vendor may elect not to offer a discount for early payment and the City will make payment net 30 days. Discounts will not be considered in the award evaluation.

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- 8.3 If the City fails to make a payment according to the early payment schedule above, but does make the pay no other penalty. When the payment date falls on a Saturday, Sunday, or official holiday when City offices are closed and City business is not expected to be conducted, payment may be made on the following business day.

**9.0 PROCUREMENT TIMELINE/SCHEDULE:**

- 9.1 Listed below are the important and estimated completions dates and times for this Request for Proposal (RFP).

9.2	<b><u>EVENT</u></b>	<b><u>DATE</u></b>
	Date of RFP Issued	May 15, 2015
	Pre-Proposal Conference	May 28, 2015
	Questions from Proposers Due to City	June 4, 2015
	Proposals Due from Proposers	June 18, 2015
	Notification of Intent to Award ( <i>Estimated</i> )	July 15, 2015( <i>estimated</i> )
	Council Agenda Date ( <i>Estimated</i> )	September 16, 2015( <i>estimated</i> )
	Contract Start Date ( <i>Estimated</i> )	October 1, 2015

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<b>SPECIFICATIONS / SCOPE OF WORK</b> <b>SOLICITATION NO. S55-T25415</b>
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## **1.0 Introduction to Solicitation**

### **1.1 OVERVIEW OF THE HARRIS COUNTY AREA AGENCY ON AGING**

The Harris County Area Agency on Aging is a part of the City of Houston Department of Health and Human Services. The Agency was established in January, 1977 to provide federally funded social services for the elderly, as authorized by the Grants for Community Programs on Aging, Title III, Older Americans Act of 1965.

Under the overall goal of a comprehensive community based services delivery system, the Harris County Area Agency on Aging has the following federally mandated responsibilities:

- Determine the need for social and nutrition services with special attention given to those elderly in greatest economic or social need.
- Advocate for the elderly by increasing the awareness of service providers, elected officials, civic groups, and the corporate and voluntary sectors regarding the needs of the elderly.
- Utilize federal funds to fill identified service gaps.
- Provide technical assistance and training to service providers and private sector organizations relating to aging programs and services.

### **1.2 Administration - Organization - The City of Houston (COH) is responsible for the authorization administration, and funding of all program activities and projects authorized by the Older Americans Act. This RFP is issued by:**

Harris County Area Agency on Aging (HCAAA)  
8000 North Stadium Drive, Third Floor  
Houston, Texas 77054 (832) 393-4301

### **1.3 Program Aims - The program aims of Title III of the Older Americans Act are to:**

- a) Secure and maintain maximum independence and dignity in a home environment for older individuals capable of self-care with appropriate supportive services.
- b) Remove individual and social barriers to economic and personal independence for older individuals
- c) Provide a continuum of care for vulnerable older individuals.
- a. Secure the opportunity for older individuals to receive managed in-home and community- based long term care services.

### **1.4 Client Eligibility for Older Americans Act Services and Targeted Populations - With the exception of specific Older Americans Act services that may be included in specific service delivery rules for congregate meals, home delivered meals and services to the frail elderly and/or homebound, eligibility for services is limited to the following:**

#### **1.4.1 Any person age 60 years of age and older for all services authorized under the Older Americans Act with particular attention given to:**

- a) Older individuals residing in rural areas.
- b) Older individuals with greatest economic need (with particular attention to low-income minority individuals).



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- c) Older individuals with greatest social need (with particular attention to low-income minority individuals).
- d) Older individuals with severe disabilities.
- e) Older individuals with limited English speaking ability.
- f) Older individuals with Alzheimer's disease or related disorders with neurological and organic brain dysfunction and the caretakers of such individuals.

- 1.5 Service Area - The HCAAA's service delivery area is all of Harris County, except as otherwise noted for a specific service and unincorporated areas. See attached map.
- 1.6 Funding Available - Funding annually is available for all projects through the Older Americans Act (OAA) of 1965, State General Revenue and other resources as identified.

**2.0 AGENCY OPERATIONS AND REQUIREMENTS**

**2.1 Purpose –**

The requirements contained in this section are to be used by proposers in conjunction with the service delivery rules adopted for each service provided. These rules are provided by governing agencies through grants and/or contracts and have been included in this section to eliminate duplication.

- 2.1.1 These requirements apply to all services provided under the contract or grant funded in whole or in part with the funds provided by the HCAAA, under the Older Americans Act, State General Revenue and other funding sources granted or contracted to the HCAAA for providing services.

**2.2 Confidentiality –**

Proposers shall have procedures to ensure that no information or records about a client, or obtained from a client, is disclosed in a form that identifies the person without the informed consent of the person or of his or her legal representative unless information is requested by HCAAA or is required to link the client with other service agencies.

**2.3 Client Complaint and Appeals Procedures –**

The proposer shall ensure that written client complaint procedures are established and used by each proposer. These procedures shall provide all clients with the opportunity and means for communicating aspects of the service which have negative impact on them. Each client must be informed of his right to make such complaints and of the procedures for filing such complaints prior to initiation of the services.

- 2.3.1 The proposer shall ensure that written appeal procedures are established and used by each proposer. These procedures shall provide all clients or their advocates with the opportunity to appeal staff decisions concerning the provision of services to the client, including, but not limited to, the initiation or termination of services, and increase or decrease in service.

**2.4 Contributions and Match Requirements –**

**Opportunity to Contribute –**

The **OLDER AMERICANS ACT** provides an opportunity for the client to make a contribution to the program. It is the responsibility of the **HCAAA** staff or proposers to provide an opportunity for each client to contribute and report financial contributions monthly.

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- 2.4.1 Match Requirements - A proposer is to use its allocation of Title III funds to pay 90 percent of the costs of providing services. At least ten percent of the costs must be provided by the proposer for each service. Proposers may provide more than a 10 percent match (over match) if they desire. **The Texas Department of Aging and Disability Services require proposers to report all matching funds for all program areas.**
- 2.4.2 The program match must be a non-federal cash match. If sufficient cash is not available to meet the minimum 10 percent match requirement, a combination of cash and in-kind resources may be used to meet the match requirement.
- 2.4.3 The proposer's level of match proposed will be required for the duration of the contract depending on the type of service. Match may be in one or more of the following types:
- a) Cash Match - Cash match is funding the proposer typically receives from local funding sources, i.e., United Way, county and city governments, churches, foundations, etc.
  - b) In-Kind - resources are typically non-cash resources donated by the proposer to the program, i.e., office space, vehicles, volunteer hours. Proposers must provide documentation demonstrating how the in-kind resources value was determined.
  - c) Proposer Discounts - A proposer may provide discounts for services.
  - d) The invoice must provide the retail cost, discount amount and reimbursement cost.

Proposers must describe how match resources contribute to and/or directly benefit the service(s) proposed in the Budget and Budget Justification section. Proposals will be scored based on the strength of the scoring criteria.

- 2.5 Reporting and Record Requirements - The proposer will keep all records and reports in such containing information as may be required by administrative rule or executive policy, or as necessary to meet reporting requirements established by HCAAA, COH, DADS, Texas Legislative Budget Board, Administration on Aging or any other funding authority.
- 2.5.1 The proposer will maintain such accounts and documents as will serve to permit expeditious determination to be made at any time of fund status within the award, form and including the disposition of all monies received from HCAAA, and the nature and amount of all charges claimed to be against such funds.

Additionally, proposers shall:

- a) Maintain all records of the current contract year for a minimum of one (1) years after termination of the contract or longer, if pending litigation, claims, or audit involving records are unresolved.
- b) All records must be maintained in a central location for monitoring purposes, except where the provision of services require that the records be maintained at the local service site for the convenience of the client and/or the proposer.
- c) Proposers shall allow the DADS, the COH, the HCAAA, and/or their authorized representative to have access to all records for the purpose of audit, monitoring, or to make examinations, excerpts, and transcripts for hearings or other administrative proceedings.
- d) The Federal Freedom of Information Act (5 United States Code, 552) does not apply to such records. Unless required by Federal, State, or local law, grantees or proposers are not required to permit public access to such records.

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- 2.6 Americans with Disabilities Act (ADA) - Certified proposers and their subcontractors shall adopt procedures to insure compliance with Titles I - V of the ADA in regard to issues of employment, discrimination in providing public services, public accommodations, telecommunications, and compliance with the Rehabilitation Act of 1973.
- 2.7 Reporting Abuse - Proposers shall report suspected cases of abuse, neglect, and exploitation to the Texas Department of Family and Protective Services, 1-800-252-5400, Office of Consumer Affairs 1-800-720-777 or visit <http://www.dfps.state.tx.us/> within 24 hours of awareness. Proposers shall also report appropriate types of suspected abuse cases to local police officials.
- 2.8 Outreach and Training - Proposers shall provide activities to ensure participation of eligible elderly persons and shall provide training for staff and volunteers to insure effective service delivery to the elderly. Successful proposers will participate fully in HCAAA outreach and training activities.
- 2.9 Coordination with Other Agencies - Proposers shall coordinate their activities with other human service agencies to ensure access and participation of eligible elderly persons. Coordination of Services should be described in the Service Narrative of the proposal.
- 2.10 Equal Employment Opportunity - The proposer shall incorporate in its written personnel policies and procedures a plan for equal employment opportunity including provisions for veterans and disabled individuals.
- a) The proposer shall ensure that each program activity, when viewed in its entirety, is readily accessible to and usable by handicapped persons as provided for in Section 504 of the Rehabilitation Act of 1973, as amended. When structural changes are required, these changes shall be in keeping with the 45 C.F.R. Part 74.
- b) The proposer shall ensure that benefits and services available under the contract are provided in a nondiscriminatory manner as required by Title IV of the Civil Rights Act of 1964, as amended.
- 2.11 Conflict of Interest - Any organization proposing to provide services as specified by this RFP must disclose any financial (direct or indirect) interest in the organization held by employees of the HCAAA, Advisory Council members or HDHHS employees. For purposes of this disclosure HCAAA employees shall also include persons related within the second degree of consanguinity or affinity.
- 2.12 Services to Private Membership Prohibited - Proposers must ensure that facilities and services shall not limit participation to membership of a specific private organization, group, association, or fraternal organization, nor show discriminating preference for such membership. All proposers must operate in compliance with the Older Americans Act and its subsequent amendments.
- 2.13 Insurance - Proposers must maintain insurance that protects the health and safety of clients and employees.
- 2.14 Facilities - The proposers shall ensure that they comply with all applicable local building codes, ordinances, and health department requirements, as well as all federal and state laws and regulations, in order to provide a safe environment in which to participate.
- 2.15 No Smoking Policy- The smoking and use of tobacco products within facilities or vehicles funded in whole or in part by the Older Americans Act or the HCAAA, or other funds pooled with such funds to meet the cost of services under the Older Americans Act, shall not be permitted. The COH, Texas Ordinance No. 2006-1054 should also be referenced as a guide.
- 2.16 Certification Regarding Debarment - Federal Executive Order 12549 requires funding agencies to screen each covered potential proposer/subcontractor to determine whether each has a right to obtain a contract/grant in accordance with federal regulations on debarment, suspension, ineligibility and voluntary exclusion.

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- 2.16.1 Each covered proposer/subcontractor must also screen each of its covered subcontractors/proposers. Failure to comply with this request will result in the rejection of an applicant's proposal. An eligible organization meets one of the following criteria:
- a) any organization proposing to contract or subcontract to render goods or services receiving in excess of \$25,000 in federal funds
  - b) Any organization proposing to contract or subcontract, regardless of the amount, that will have a critical influence on or substantive control over that covered transaction as principal investigators, proposers of audit services, and researchers.
- 2.17 Certification Regarding Lobbying - DADS requires that all potential proposers and their subcontractors certify that no federal funds have or will be used to support lobbying activities and submit a Form-LLL, "Disclosure Form to Report Lobbying" if non-federal funds are being used to support lobbying efforts. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such violation.
- 2.18 Compliance with Section 504 of the Rehabilitation Act of 1973- DADS requires that all potential proposers and their subcontractors certify compliance with Section 504 of the Rehabilitation Act of 1973 in re to the discrimination of people with disabilities.
- 2.19 Monitoring - The HCAAA, or its representatives, shall periodically evaluate and monitor all proposers and their programs. HCAAA shall have access to all financial records and documentation, which supports the expenditure of awarded HCAAA funds.
- 2.20 Proposer Performance Standards - Successful proposers are responsible for upholding required standards of service and are subject to annual performance reviews.
- 2.21 Proposer Responsibilities for Compliance - All successful proposers with the COH, HCAAA are subject to the applicable state and local rules regarding Compliance with Proposer Responsibilities, Rewards and Penalties, and Compliance with Harris County Area Agency on Aging Sub-recipient Responsibilities, Rewards and Penalties.
- 2.22 Audit Reporting Requirements- The Proposer shall furnish such reports to HCAAA as may be specified to maintain its reports and files in compliance with 45 C.F.R. Part 74 and to make its reports and files available to auditing entities as specified by 45 C. F. R.
- 2.23 Policies and Procedures - Proposers shall maintain a Policies and Procedures Manual. The Manual shall include organizational policies regarding purpose of agency, general operations, programs, equal employment opportunity, sexual harassment, disabilities, receiving gifts and gratuities, conflict of interest, chain of command, organizational chart, job descriptions, employment practices, orientation and training, employee compensation, work schedule and time reporting, benefits, leave time, holidays, drug free work place, discipline, dismissal, employee grievances, job descriptions, performance evaluations, delivery of services, health and safety of staff and clients, client grievances, client eligibility, client contributions, client and record confidentiality, client satisfaction surveys, and program self-monitoring instrument. All proposers are subject to the Policies and Procedures of the Harris County Area Agency on Aging.
- 2.24 Emergency Management - All service proposers must assist the HCAAA, the Department of Aging and Disability Services, the Federal Emergency Management Agency (FEMA), and other governmental entities which have an interest or role in meeting the needs of the elderly in planning for, during, and after natural, civil defense, and/or manmade disasters.

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- 2.25 Reimbursement and Compensation - Proposers must sign a COH contract to be compensated for the services provided.
- 2.25.1 On a monthly basis, vendors/contractors are required to submit invoices reflecting the previous month's expenditures. The HCAAA shall use the contracting methodology below for the procurement of goods and services for the provision of services to older adults.
- a) Cost reimbursement contracts:
  - b) Fixed or variable unit rate performance-based contracts
  - c) Combination of cost reimbursement contracts and fixed or variable unit rate performance-based contracts
  - d) Other agreements, as deemed necessary
- 2.25.2 All invoices must be accompanied by applicable supporting documentation for each item in which reimbursement is being requested. Examples are as follows:
- a) Mileage Reimbursement – Employee Volunteer name, address of place of origin and destination, total miles per trip and date of each trip, reason/purpose for the travel.
  - b) Seminars and Trainings - Participant sign-in sheets, media used to promote seminar/training, agendas, programs and curriculum.
  - c) Conferences - Conference information and registration
  - d) Timesheets - Employee name, date and time documenting each day of work and percentage of the time spent HCAAA funded program/services.
  - e) Service units rendered as a result of these expenditures.
- 2.25.3 Each request may require additional information. All reimbursements will be reviewed and approved based on support documentation and the line items charged in the approved budget.
- 2.25.4 The service and total units of service to be reimbursed by HCAAA will be indicated in the award letter. Award letters for cost reimbursement services will contain the service and amount of the award. Proposers shall invoice only for services actually provided accompanied by support documentations (receipts, timesheets, travel logs, sign-in sheets).
- 2.25.5 The following requirements must be adhered to for compensation (as applicable):
- a) A unit rate service is considered to be "at risk". "At risk" means the proposer is responsible for delivering service units at the unit rate negotiated with HCAAA. If the cost per unit rate increases during the terms of this agreement, proposer will be responsible for identifying resources other than those funded by HCAAA to cover the difference.
  - b) The proposer is required to use the Texas Department of Aging and Disability Services and Harris County Area Agency on Aging's budget and budget amendment software.
  - c) Computations shall be entered on HCAAA approved Budget Calculation Methodology forms and submitted along with the proper documentation.
  - d) In order to ensure the timely processing of financial reports, reports must be submitted in accordance with the schedule approved by HCAAA.

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- e) Proposer recognizes that the HCAAA has budgeted federal and/or state funds, as per the budget for this contract, and that payment cannot exceed such sum unless the contract is amended in accordance with the provisions herein.
- f) Adjustments to unit rate reimbursement will be considered only in instances where the proposer suffers operating losses due to events over which they have no control, or reasonably could not anticipate, and where there has been an adjustment in the state rate.
- g) Unit rates will not be adjusted to offset poor management planning, which includes hiring additional employees, increases in salaries, supplies and other costs. Unit rates will not be adjusted because service unit counts have dropped.

2.26 Computer Equipment - Each proposer is required to have a system that is capable of transferring electronic files, tracking and producing client service data, performance and financial reports and a monthly invoice. The proposer must have the capacity to network with the state-issued Social Assistance management Systems (SAMS).

### 3.0 PROPOSER ELIGIBILITY REQUIREMENTS

3.1 To be considered, a proposer must meet the following requirements:

- a) Be free from government fund debarment or suspension.
- b) Maintain facilities and personnel policies that comply with the Americans with Disabilities Act and Equal Employment Opportunity Commission.
- c) Maintain insurance that protects the health and safety of clients and employees.
- d) Provide an independent audit of the past fiscal year.
- e) Maintain **at least 90 days operating capital**.
- f) Enroll as a City of Houston approved vendor.
- g) Meet and maintain the following City of Houston requirements:

3.1.1 Certification Regarding Debarment, Suspension.

The prospective proposer must certify to the best of its knowledge and belief that it and its principals:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency;
- b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated above; and Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State, or local) terminated for cause or default

### 5.0 AWARD PROCEDURES AND GENERAL LIMITATIONS

5.1 This Request For Proposal does not commit the City of Houston (COH) to award a contract in each service category. The COH will not pay any costs incurred in the preparation of a proposal responding to this request.

5.2 Proposals will become a part of the COH's official files without any obligation on the COH's part to return them to the proposer.

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- 5.3 The COH and the selected proposer will agree upon a contract for submission to the City Council for consideration and approval. In the event a contractual agreement cannot be reached with the proposer, the COH reserves the right to negotiate with other respondents to the Request For Proposal. The COH reserves the right to establish with the successful proposer the exact terms and conditions of the contract including, but not limited to, the scope, role, price and subcontracting fee.
- 5.4 Proposals will be evaluated pursuant to the criteria contained in the Proposal Content Section.
- 5.5 The proposer shall not offer any gratuities, favors or anything of monetary value to any official or employee of the COH for the purposes of influencing the COH in the consideration of this proposal.
- 5.6 Proposer(s) shall not collude in any manner or engage in any practices with any other proposer(s), which may restrict or eliminate competition or otherwise restrain trade. This prohibition is not intended to preclude subcontractors and joint ventures. The COH encourages subcontracts and joint ventures for the purposes of: (a) responding to and (b) establishing a consultant team with the required experience and skill to perform the services required.
- 5.7 All proposals submitted must be the original work product of the proposer. Copying, paraphrasing or other use of substantial portions of the work product of another proposer is not permitted. Failure to adhere to this instruction will be cause for the proposer to be rejected.
- 5.8 Unless an alternative procedure accepted by the Federal/State government is used, the selected proposer will adhere to the billing procedures of the COH and to all standard contractual requirements of the COH.
- 5.9 This Request For Proposal and the project(s) operated by the proposer shall be governed by the units of service as defined in Part VI, Services.
- 5.10 The COH has sole discretion and reserves the right to reject any and all proposals received in response to this RFP, and to cancel at any time prior to entering into a formal agreement. The COH reserves the right to modify and combine parts of proposals and to request post-proposal modifications.
- 5.11 It is the COH's intent to negotiate a contract with the selected proposer deemed most capable of serving the interests of the COH in accordance with the evaluation criteria specified. The COH reserves the right, however, to conduct post-proposal discussions with any proposers who have a realistic possibility of a contract award. These discussions could include requests for additional information, proposal modifications and revision, and contract negotiations.
- 5.12 The COH reserves the right to:**
- a) Negotiate an increase in the contract amount of up to 25% if funds become available and/or if in the interest of the COH. In such cases no additional solicitations or proposals are necessary.
  - b) Reduce contract funding if the HCAAA does not receive adequate funding from the Texas Department on Aging or the Housing and Community Development Department or if the proposer fails to perform as agreed.
  - c) Letter of recommended funding will be issued by the HCAAA once recommendations have been considered by the Director of the Houston Department of Health and Human Services (HDHHS). This letter will offer the successful proposer agency a funding level for the proposed project, which the Director of HDHHS will recommend to City Council. Agencies will also be required to submit revised line item budget(s) based on the recommended funding levels prior to the execution of the contract.
  - d) **On the basis of this letter, the HCAAA make budgetary allocations. However, only a fully executed contract is binding. In the event services are initiated prior to processing of a fully executed contract, such services would be provided without guarantee of compensation.**

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- e) Once the contract documents are properly executed and the support documents assembled by the proposer, they are submitted to the HCAAA. The HCAAA will review the documents for adequacy and completeness. **Any incomplete submission may disqualify the submission or will be returned to the applicant for completion.**
- f) Once the contract is approved by City Council, it is circulated for any remaining required signatures. After all required signatures are obtained, a copy is returned to the proposers from the HCAAA. **Only after the contract is fully executed (properly signed by all parties and given a number by the Controller's Office) may reimbursement requests be processed against the contract.**
- g) In accordance with 40 Texas Administrative Code (TAC), Chapter 81, a service provider whose proposal is denied or whose contract is terminated or not renewed (except as provided in 45 C.F.R. Part 74, Subpart M) has the right to appeal such an action. Applicable sections of 40 TAC, Chapter 81 are available upon request.

### 6.0 SERVICE CATEGORY DESCRIPTIONS AND REQUIREMENTS

#### 6.1 Introduction

- 6.1.1 The Service Provider agrees to provide Home Delivered meals, Congregate meals and Transportation service(s) to eligible participants in accordance with the Service Provider application and all required assurances, licenses, certifications, and rate setting documents, as applicable. A separate procurement process was conducted by the City of Houston in conjunction with the Houston Galveston Area Council to select caterers for nutrition services. The caterer for the congregate, home delivered and frozen is Valley Services, Inc. The caterer for Shelf Stable Meals is CPI Foods, Inc. The organization will be required to procure the meals and handle the administrative functionality. Service delivery should include program operations consistent with the approved budget of operational expenses. Any revision or changes incurred, which might impact the Scope of Services and funding levels, must have the prior approval of the HCAAA director. These changes could include, but are not limited to, a change in the number of operational sites, actual participants vs. proposed participants presented in the budget, change in number of service days for meals, vacant personnel positions, discontinuation of a service, underutilization, over utilization, and/or other service dynamics. The provider must provide services in accordance with Title 40 Texas Administrative Code (40TAC) §85.302 with the Older Americans Act, and Title III Grants for State and Community Programs on Aging.

#### 6.2 Nutrition Services

- 6.2.1 For the congregate meal program, the approved senior centers being managed by current providers are listed in the Nutrition Planning Documents. Any proposed site must be accessible to clients and demonstrate the availability to serve an average of thirty-five (35) seniors daily. In addition, where applicable each site must include a plan for providing transportation to and from the center. To establish a new site, the need must be documented and must be located outside a five-mile radius of any existing site.
- 6.2.2 Should any of the senior locations listed in the current service areas not be included in an organization's service plan, it will be necessary to submit detailed information describing the organizations' plan to ensure all seniors in the service area have an opportunity to access nutrition services.
- 6.2.3 **THE MEAL QUOTE BELOW INCLUDES CONSERVATIVE RATES BASED ON A QUARTERLY AVERAGING AND ARE SUBJECT TO CHANGE.**

Meal Rates: Estimated Scale Rate October 1, 2014

Congregate Enhanced Menu	Unit Price
Under 1,000	\$2.89
1,000 – 2,000	\$2.48
2,001 – 3,000	\$2.44
3,001 – 4,000	\$2.39
Over 4,000 specify	\$2.34

Home Delivery Culturally Diverse	Unit Price
Under 2,000	\$3.67
2,000 – 3,000	\$3.30
3,001 – 4,000	\$2.97
4,001 – 5,000	\$2.76
5,001 – 6,000	\$2.59
Over 6,000 specify	\$2.53



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Frozen Home Delivery	Unit Price
Under 200	\$3.20
201 – 300	\$3.20
301 – 400	\$3.18
401 – 500	\$3.16
501 – 600	\$3.14
601 – 700	\$3.14
Over 700 specify	\$3.14

Shelf Stable Meals	Unit Price
Under 12,000	\$2.70
12,000 – 18,000	\$2.70
18,001 – 23,000	\$2.70
23,001 – 28,000	\$2.70
30,000, or above specify	\$2.70

- 6.3 Frequency of Service - A hot meal shall be served each weekday, between 11:00 am and 1:00 pm five (5) or more days a week. Any deviation from this schedule must have prior approval from the Director of the HCAAA or its designee. The exception is with the delivery of frozen home delivered meal in outlying area where such frequency is not feasible. The submitted budget and proposal narrative should reflect when the frequency of the services is less than 251 days. A list of all approved holidays observed by the provider should accompany the Request for Proposal.
- 6.3.1 The proposal narrative should describe an alternative meal arrangement plan when the meal provider reduces the number of required operational days. See a list approved FY15 City of Houston (COH) Holidays listed in the Nutrition Planning Documents.
- 6.4 Meal Preparation Service Requirement - All meals (hot, cold, frozen, shelf stable, and /or liquid supplement) served under the Older American Act Title III (Grants for State and Community programs on Aging) Nutrition Program must comply with the most recent dietary guidelines published by the Secretary of Agriculture, and provide to each participating older individual –
- a) A minimum of 33 1/3 percent of the dietary reference intakes established by the Food and Nutrition Board of the Institute of Medicine of National Academy of Sciences, if the project provides one meal per day.
- 6.5 Types of Meals - For the purpose of this RFP, the approved meal types include congregate, home delivered, shelf stable, and frozen meals. The service outcome of these meals is defined as follows:
- a) Congregate Meals - The service outcome for congregate meal is to promote better mental and physical health for older people through nutritious meals and socialization. Proposers should review the Title 40 Texas Administrative Code (40TAC) §85.302 carefully and adhere to the requirement for the provision of service.
- b) Home Delivered Meals (HOM) - The service outcome for HOM is to promote better health for homebound older persons who are eligible for nutritious home-delivered meals. Proposers should review the Title 40 Texas Administrative Code (40TAC) §85.302 carefully and adhere to the requirement for the delivery of services.
- c) Shelf Stable Meals - Shelf stable meals are designed for distribution during periods of emergencies. Shelf stable meals are not intended to replace the regular hot noon meal on a routine basis. The use of these meals should be incorporated in the proposal service delivery plan. Reimbursement for these meals will be at the rate negotiated with the approved Contractor.
- d) Frozen Meals - The distribution of frozen meals is designed for distribution in remote areas whereby the daily delivery of a meal is not logistically or economically feasible and an eligible senior has been defined as a high-risk frail elderly during the assessment.

**NOTE:** If these meals are to be used as an integral part of the home delivered meals program, then the basis and mechanism for doing so must be incorporated in the proposed service delivery plan. The distribution of frozen meals for any other purpose must have prior approval of the HCAAA in order to receive reimbursement. The reimbursement for these meals will be at the rate negotiated with the designated HCAAA meal preparation provider.

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- 6.6 Documentation - A confidential participant case record shall be developed, organized and maintained on each congregate and/or home delivered meal participant served. Files must be protected from damage, unauthorized inspection, and made available for monitoring and audit purposes. For the purpose of monitoring, all files should be maintained at the central administrative location for access in facilitating the monitoring process.
- 6.6.1 Records must contain all Title 40 Texas Administrative Code (40TAC) §85.302 requirements which include:
- a) Intake Information
  - b) Documentation of eligibility, assessment and reassessment
  - c) Procedures for emergency care.
- 6.6.2 The Provider responsibilities include:
- a) Provider must assess the participant;
  - b) Provider must submit assessment to HCAA for approval and authorization prior to beginning services;
  - c) The contact agency should initiate assessment services within ten (10) calendar days of receiving the referral;
  - d) Provider must maintain client confidentiality;
  - e) There must be written procedures for obtaining written consent of the participant for release of confidential information to other service providers, and
  - f) Reassessment of the participant including completion of the forms required to assess the participant's functional abilities and dietary needs, eligibility, and inquiry of any changes in the person's life that could impact their functional level.
- 6.7 Needs Assessment - All proposers for congregate and/or home delivered meals are required to include the results of a needs assessment study for each area they propose to serve.
- 6.8 Emergency Procedures - A plan indicating emergency preparedness must be developed detailing the organization's plans for emergency preparedness for alternate meal service in the event of unexpected event for each congregate and/or home delivered meal location. The plan should address different types of emergency situation and must contain provisions for each site location. See Nutrition Service Delivery Form in the Nutrition Planning Documents.
- 7.0 Congregate Meals**
- 7.1 Service Definition - The provision for a hot or other appropriate meal which meets the one third (1/3) Daily Recommended Intake (DRI) as established by the Food and Nutrition Board of National Academy of Sciences - National Research Council and which is served in a congregate setting to an eligible participant. The nutrition proposer will serve the meals to eligible participants in a congregate setting. The provider must provide service in accordance with Title 40 Texas Administrative Code (40TAC) §85.302.
- 7.2 Service Delivery - All congregate meals served under the OLDER AMERICANS ACT Title III (Grants for State and Community Programs on Aging) Nutrition Program may contract with the approved food service provider of choice for FY15.
- 7.3 Access - The nutrition provider must provide a congregate site that is convenient and accessible to the proposed targeted population. A map identifying senior centers currently providing congregate meal services is in the Service Area map Section. Note: Proposers seeking to provide services in Multi-Service Centers on this list must show equivalent in-kind support in lieu of rent.
- 7.4 Client Eligibility - Participants must meet the eligibility provisions as stated in the Older Americans Act. Service eligibility requirements are as follows: congregate meals must be provided to persons 60 years of age or older, spouse of senior adults, and disabled person, regardless of age, who lives with and accompany an eligible older participant to the nutrition site. References Older American Act and Title 40 Texas Administrative Code (40TAC) §85.302.40.

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- 7.5 Documentation - Units of service must be documented in the SAMS database or the tracking system required by the HCAAA. The service provider shall maintain official files containing information that identifies participants, document eligibility, establishes procedure for emergency care and contact, and provide information when participant was provided oral or written procedures for contributions and complaints. Additional documentation require, but not limited to, includes two-day advance meal reservation forms, sign in sheets, meal delivery receipts, transportation receipts, and any other requirements of HCAAA.
- 7.6 Budget - A single budget must be submitted regardless of the proposed number of service area(s). The budget for congregate programming must be based on a four-hour program. All proposals must address participant's need for round-trip transportation from the participant's residence to the nutrition site. The HCAAA will provide funding availability for transportation upon approval of proposal.
- 7.7 Meal Costs - The reimbursable unit rate will be negotiated based on total budgeted expenses and overall projected units. The level of support will be determined by the availability of funds. The meal preparation rate will be added to the negotiated rate. Reimbursement for each type of meal will be at the negotiated rate, utilizing the Texas Department of Aging and Disability Services (DADS) unit rate methodology.
- 7.8 Site Locations - All proposed sites should incorporate priority zip code areas (see attached) be included in the proposal submission. If these zip codes are not included in the service delivery plan, please indicate plans to serve participants in this area. Proposals for any new site(s) to be operated in the area must be accompanied by a documented needs assessment. Unless otherwise exempted, all sites must be accessible to participants. These are based on OLDER AMERICANS ACT targeted populations and medically underserved areas. Site Occupancy - Sites should be handicapped accessible and in compliance with the American with Disabilities Act or have a timetable for compliance. All sites must demonstrate the ability to serve and maintain a minimum of thirty-five (35) seniors daily. The submission must include a list identifying the site, site address, number of participants and a plan for providing transportation to and from the site. See Nutrition Service Delivery Form in the Nutrition Planning Documents.
- 7.9 Waiting List Procedures - Standardized waiting list procedures shall be provided to successful proposers by HCAAA.
- 7.10 Subcontracted Services - All subcontracted agreement involving the provision of the meal service and the use of awarded dollars must meet the approval of the HCAAA. Any proposed subcontractor agreements must be included in the proposal. All proposed nutrition agreements under a subcontract agreement are subject to the same requirement as the proposer.
- 7.11 Service Activities - Activities must adhere to the provisions of Title 40 Texas Administrative Code (40TAC) §85.302 which include a lunch meal to be served each weekday, except approved holidays. Nutrition outreach and monthly nutrition education sessions are required activities. Services funded by sources other than the Older Americans Act may include information and referral, access and assistance, health and educational programs, and/or recreational activities.
- 7.12 Nutrition Outreach - Nutrition Outreach is a program requirement and shall be conducted with emphasis addressing the target population of at-risk seniors as defined in the Older American Act.
- Please note: Expenses for Nutrition Outreach Services are not reimbursable and projected expenses must not be included in budgeted costs for congregate meals.
- 7.13 Nutrition Risk Survey - All congregate meal providers are required to use the DADS Determine Your Nutritional Health Risk Survey Form to Measure a Congregate Client's Nutritional status. All congregate meal participants must be surveyed and the information must be updated annually.
- 7.14 Training - Each site coordinator must maintain a current Food Service Manager's Certification. To ensure continuity in food handling procedures, and alternate certified food service manager must be available in the absence of the site coordinator. Include in the proposal submission plans for training staff in the areas of direct provision of meal service Title 40 Texas Administrative Code (40TAC) §85.302 requirements. See Nutritional Service Delivery Form in the Nutrition Planning Documents.

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- 7.15 Nutrition Education - An annual written plan for nutrition education must be developed and nutrition education shall be provided at each congregate nutrition site annually. The program shall be approved by a qualified dietician prior to implementation and must address the nutritional needs of seniors. Support documentation must meet the requirements of Title 40 Texas Administrative Code (40TAC) §85.302.

Please note: Expenses for Nutrition Education services are not reimbursable and projected expenses must not be included in administrative costs for congregate meals.

- 7.16 Focal Points - Congregate senior programs shall be a part of a system of services to promote independent living for the elderly by serving as a focal point for services. The proposal should identify senior centers acting as Focal Points, and information that describe activities at the center(s). The proposal should indicate if the center(s) is involved in community activities and service information will be provided to the DADS for centers designated as Focal Points. See Nutrition Service Delivery Form and the Focal Point Checklist in the Nutrition Planning Documents.
- 7.17 Unit of Service - A unit of service equals one meal served in accordance with DADS definition and Title 40 Texas Administrative Code (40TAC) §85.302 Nutrition Service Requirements.
- 7.18 Payment Methodology - Fixed rate. Reimbursement will be at the negotiated unit rate for all eligible Title III meals.

**8.0 Home Delivered Meals**

- 8.1 Service Definition - The provision of a meal (hot, cold, frozen, shelf stable, and /or liquid supplement) served under the OLDER AMERICANS ACT Title III (Grants for State and Community programs on Aging) Nutrition Program must comply with the most recent dietary guidelines published by the Secretary of Agriculture, and
- 8.2 Provide to each participating older individual -A minimum of 33 1/3 percent of the dietary reference intakes established by the Food and Nutrition Board of the Institute of Medicine of National Academy of Sciences, if the project provides one meal per day.
- 8.3 Service Delivery - All home delivered meals must be delivered directly to the participant, or to an authorized caregiver, or placed in the home with the participant's permission at the convenience of the participant. The participant must give the delivery person permission to enter their home. All meals must be delivered within the four-hour time window (which is indicated on the meal delivery receipt) of leaving the meal preparation facility. The proposer is responsible for the delivery of a hot meal five (5) days per week or otherwise approved five (5) meals to the participant every week.
- 8.4 Client Eligibility - Participants must 60 years of age or older, homebound, or the spouse of an eligible participant and meet at least the requirements of Title 40 Texas Administrative Code (40TAC) §85.302 and §85.303 other current eligibility requirements as described in the Older Americans Act.
- 8.5 Participant Assessment - Participants must, at the time of service initiation, meet the minimum score requirement on the DADS Form 2060 and must have demonstrated a need for home delivered meal services based on Title 40 Texas Administrative Code (40TAC) §85.302 and §85.303. The assessment must be updated at least every twelve (12) months. Proof of participant assessment is required of all homebound clients. Provider must submit assessment to HCAAA for approval and authorization prior to beginning services.
- 8.6 Budget - A single budget must be submitted regardless of the proposed number of service area(s).
- 8.7 Meal Costs - The reimbursable unit rate will be negotiated based on total available funds and projected units to be supported for the meal program in all awarded service area(s). Reimbursement for each type of meal will be at the established rate according to HHSC unit rate methodology.
- 8.8 Days of Services - Budgets should be based on 251 service days. Budgets based on less than 251 days of service, due to additional non-service and/or holidays, should be reflected in a budget. See list of projected FY15 City of Houston (COH) holidays in the Nutrition Planning Documents.

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- 8.9 Distribution Site Locations - A list of all distribution sites in the proposed service area that identify service population must be submitted with the proposal. See Nutrition Service Delivery Form in the Nutrition Planning Documents.
- 8.10 Waiting List Procedures - Standardized waiting list procedures shall be provided to successful proposers by HCAAA.
- 8.11 Subcontracted Services - All subcontracted agreements involving the provision of the meal program service must meet the approval of the HCAAA and any proposed subcontractor agreements must be included in the proposal. All proposed nutrition agreements under the subcontractor arrangement are subject to the same requirements as the contractor.
- 8.12 Service Activities - Program service activities include ongoing nutrition outreach and all provision of Title 40 Texas Administrative Code (40TAC) §85.302 for home delivered meals. Services include a lunch meal to be delivered each weekday (except approved holidays) between the hours of 10:30 a.m. and 2:00 p.m., annual nutrition education in the home and appropriate referrals to other services. Activities may include other in-home service providers by resources other than those supported through the Older Americans Act.
- 8.13 Nutrition Outreach - Nutrition Outreach is a program requirement and shall be conducted with emphasis on increasing the number of participants in the program's preferred target group as defined in Title 40 Texas Administrative Code (40TAC) §85.302 and the Older Americans Act.
- Please note: Expenses for Nutrition Outreach Services are not reimbursable and projected expenses must not be included in budgeted costs for congregate meals.
- 8.14 Nutrition Risk Survey - All home delivered meal participants must be surveyed and the information must be updated annually.
- 8.15 Nutrition Education - An annual written plan for nutrition education must be developed and nutrition education shall be provided to each homebound participant in accordance with state requirements. The program shall be approved by a qualified dietitian prior to implementation and must address the nutritional needs of seniors. See Nutrition Service Delivery in the Nutrition Planning Documents.
- Please note: Expenses for Nutrition Outreach Services are not reimbursable and projected expenses must not be included in budgeted costs for congregate meals.
- 8.16 Training - Each site coordinator for home delivered meal program is required to maintain a current Food Service Manager's Certification and to have an alternate certified food service manager who must be available in the absence of the site coordinator. The proposal must include plans for training staff in the areas of direct provision of meal service and Title 40 Texas Administrative Code (40TAC) §85.302 requirements. See Nutritional Service Delivery Form in the Nutrition Planning Documents.
- 8.17 Meal Transport Packaging - Approved transportation supplies and carriers/coolers must be used to ensure the protection of food during delivery to the participant. Approved containers must maintain appropriate temperatures, avoid crushing or spillage during transport, and must meet program requirements stipulated by the DADS, HCAAA and/or other governing agencies.
- 8.18 Route Schedules - The proposed route schedule of homebound service areas must be submitted with the proposal to include all zip codes within the service area. Service plans and delivery times to participants must encompass a time frame that allows delivery of the meal to each participant between 10:30 a.m. and 2:00 p.m. This time shall not exceed the four-hour window from the time the meal leaves the meal preparation facility and the time the participant receives the meal. The start time will be indicated on the meal delivery ticket. Should there be extenuating circumstance that precludes the delivery of service by the designated time, the HCAAA must be notified.
- 8.19 Unit of Service- A unit of service equals one complete meal served in accordance with DADS, Title 40 Texas Administrative Code (40TAC) §85.302.

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- 8.20 Payment Methodology - Fixed rate. Reimbursement will be at the negotiated unit rate for all eligible Title III meals.
- 9.0 Demand/Response Nutrition Services**
- 9.1 Service Definition - Short-term congregate or home delivered meal services as determined by Access and Assistance staff.
- 9.2 Service Delivery - For Service Delivery refer to the congregate and home delivered meals description. No service shall commence prior to approval from the HCAAA.
- 9.3 The proposer should also have emergency preparedness/evacuation procedures addressing situation such as: fire, floods, and hurricanes, relative to client continued access to service. Compliance with procedures established by DADS and/or HCAAA is mandatory.
- 9.4 Client Eligibility Requirements - Participants must be 60 years of age or older and no traditional home delivered meal service is available.
- 9.5 Priority categories include:
- a) Transition clients - Clients who were previously receiving congregate meals and whose health status has temporarily declined.
  - b) Current HCAAA client - Clients who have been approved for supportive services and or in-home services through the HCAAA.
  - c) Previously hospitalized seniors - Clients who have been recently released from or referred by the hospital and will require temporary nutrition services.
- 9.6 The client's eligibility will be determined by the HCAAA and service providers. Services will be authorized by the HCAAA Access and Assistance Staff.
- 9.7 Refer to congregate and home delivered meal services for a description of the following categories: Client Access services, Service Provider Eligibility, Service Activities, Unit of Service and Payment Methodology.
- 10.0 Transportation Services**
- 10.1 Service Objective – Transportation services are restricted to the approved congregate sites in the HCAAA network. Eligible riders must be registered HCAAA senior participants approved, or their approved escorts, attending sites located within the geographic boundaries of the service area. Riders must not be so severely disabled as to require ambulance service, or who are otherwise not reasonably able to be safely transported by existing equipment and personnel of the transportation provider. Proposers may include in their budget/grant request provisions for non-emergency medical transportation to include grocery, pharmacy, etc. in conjunction with transportation to and from congregate sites. The provision of non-emergency medical transportation is subject to prior approval from the HCAAA.
- 10.2 Service - Transportation services should adhere to the requirements of DADS, Title 40 Texas Administrative Code (40TAC) §85.302 and §85.301 in the delivery of services.
- 10.3 Service Delivery - Transportation services provider is to provide transportation for eligible seniors from curbside pick-up to curbside drop-off. Provider should also have emergency preparedness procedures addressing situations such as: fire, floods, and hurricanes, relative to client's access to service.
- 10.4 Client Access - The service proposer will provide transportation services in all of Harris County including municipalities unless otherwise approved by HCAAA. Proposer services shall be accessible to clients in terms of location, hours of operation and number of days per week. The proposer is to indicate service capacity and if applicable, policies and procedures which govern the organization's ability to provide the service.

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- 10.5 Client Eligibility Requirements – Participants must be 60 years of age or older, with priority given to meeting the needs of persons with the greatest economic or social needs. Services will be authorized by the HCAAA Access and Assistance Staff. Any transit proposer funded by the Older Americans Act shall not deny eligible participants transportation services. An escort that is required to accompany a participant is considered an eligible passenger. There will be no charge for the escort to accompany the passenger.
- 10.6 Service Area - HCAAA serves all of Harris County including municipalities.
- 10.7 Unit of Service - A unit of service is defined as one-way trip (ride) per client from place of residence to requested destination. The City has negotiated a rate with Greater Houston Transportation Company as follows:
- a) Unit Rate - Unit rate is defined as the cost to transport one participant one way to or from a specified location.
  - b) Unit Rate Transportation for Congregate Meal Sites:
  - c) One way trip - **\$4.69 for 2.5 mile radius** (Represents the current minimum reimbursement rate and subject to negotiation)
  - d) Incremental rate **beyond 2.5 radiuses is \$2.50 per mile**
- 10.8 Scheduling - A client representative will arrange transportation services.
- 10.9 Program Performance – The service provider will perform the following:
- a) Establish a system, which provides for safe and timely pick-up and discharge of passengers and which affords adequate opportunity to each passenger to board and exit with passenger assistance as necessary. The driver will notify passengers that the vehicle is waiting and shall be required to wait a minimum of ten minutes for a scheduled passenger.
  - b) Report any occurrence of on-board problematic behavior of passengers to the HCAAA within two hours of the time of occurrence of on-board problem and a written report must be completed by the proposer within 24 hours.
  - c) Stop at the safest and easiest locations for loading and unloading of passengers. Drivers will not stop across the street from the passenger's point of arrival or departure and will escort the passenger, if required, to the passenger's door. Additional special instructions and procedures may be required for pick-up and drop-off of passengers to and from the specified location.
  - d) These instructions may vary and could include, by the way of illustration and noted limitation, (i.e. knocking on the door to inform a hearing impaired participant of the arrival, assisting passengers by opening doors or where necessary, make certain that someone is at home to receive the passenger).
  - e) Obtain and keep on file the current driving record transcripts for the preceding three years on each driver, drug test results, and criminal records and submit to the HCAAA with a copy of the proposer's personnel policies and procedures relating to driver qualifications, conduct, evaluation and conditions for termination from employment.
  - f) Have effective heating and air conditioning for use during appropriate seasons, and must maintain a temperature range of 65 to 80 degrees Fahrenheit.
  - g) Develop procedures for notifying appropriate persons (e.g., families of passengers), of delays, cancellations and emergencies. The procedures will be submitted to the HCAAA for review and approval.
  - h) Have equipment, including back-up vehicles, will at all times be clean and comfortable and will be free from appearance defects such as unsightly body damage or in a dirty condition. For qualified proposers, HCAAA retains the right to inspect vehicles to be used in this program.

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- i) Are prohibited from asking passengers for gratuities or tips or from receiving money from the passengers in performance of this agreement.
  - j) Smoking, eating and drinking are prohibited in the vehicles by drivers or passengers.
  - k) Only driver and eligible participants may be in the vehicle during transportation of program participants.
  - l) All drivers must have successfully completed an approved course in passenger assistance techniques within twelve months of employment.
  - m) Drivers must have successfully completed and met the requirements of the Title 40 Texas Administrative Code (40TAC) §85.301.
- 10.10 Frequency of Service - Transportation shall be provided a minimum of five days a week, Monday through Friday, from 8:00 A.M. - 5:00 P.M., and a minimum of *251 days a year (October 1 through September 30)*. However, the frequency of the service may exceed five days per week and twelve hours per day. The proposer will not be responsible for failure to provide service under this agreement if fire, strikes, floods, storms, or other factors, which are beyond the control of the proposer, cause such failure.
- 10.11 Delay in Service Delivery- If a vehicle is delayed by more than thirty (30) minutes in picking up a senior, the participant should telephone the HCAAA at such number as the agency will designate and to report delays. Whenever there is a delay, which has been caused by a mechanical breakdown of the vehicle scheduled to provide a passenger with a ride, the driver will notify the HCAAA a passenger is stranded in a vehicle due to a mechanical breakdown or other such emergency, the proposer will send another vehicle or vehicles as soon as possible in order to complete the scheduled rides.
- 10.12 Reporting Requirements - The transportation proposer will submit, within 24 hours of an occurrence, the following reports to HCAAA:
- a) Any incident reports. All incidents must be reported to HCAAA the day of the occurrence, complete and filed on a DADS occurrence report with the HCAAA and DADS.
  - b) Justification for suspension of driver.
  - c) All complaints must be reported to the HCAAA program staff.
  - d) Vehicle Equipment/Maintenance - The proposer will assure that all vehicles and associated equipment are maintained to minimize breakdowns and decreased the chance of occurrences. Each vehicle must have available the following working safety equipment:
    - a. Approved fire extinguisher that is annually certified
    - b. Operating flashlight
    - c. Vehicle must have front and rear seat restraints
- 10.13 The proposer will maintain a scheduled vehicle maintenance program that will assure that breakdowns are minimized. Proposers will have in place an established preventive maintenance program. The proposer will enlist an aggressive vehicle maintenance program that will do much to assure that breakdowns are minimized. Proposers will have in place an established preventive maintenance program. This program should encompass the following:
- a) An informal daily check for operational readiness, which is constructed in such a way to document any problems.
  - b) Complete maintenance records for each vehicle.



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c) Regular maintenance service checklist based on time or mileage.

10.14 Communication Devices - Each vehicle/driver must be equipped with some form of electronic communication device for the purpose of informing the participant of delays or no-shows.

10.15 Payment Methodology- Variable unit rate

10.16 Special Factors for Consideration

a) Unit rate/cost.

c) Ability to provide continuity in the delivery of service (back-up drivers as needed).

d) Ability to perform administrative requirements; consistently provide supportive, clear and verifiable documentation of services provided on a timely basis.

e) Ability to comply with the Title 40 Texas Administrative Code (40TAC) §85.301 and any additional requirements of the HCAAA, HDHHS of the COH.

f) Equipment, organization and experience.

g) Ability to transport participants to specified locations within Harris County.

## 11.0 NUTRITION PLANNING DOCUMENTS

### Harris County Area Agency on Aging Service Area

#### Cities and Municipalities of Harris County

Alief	Atascocita	Barker
Barrett	Baytown (part)	Bellaire
Bunker Hill Village	Channelview	Crosby
Cypress	Deer Park	El Lago
Friendswood (part)	Galena Park	Hedwig Village
Highlands	Hilshire Village	Hockley
Houston (part)	Huffman	Hufsmith
Humble	Hunters Creek Village	Jacinto City
Jersey Village	Katy (part)	Kingwood
Klein	La Porte	League City (part)
Missouri City (part)	Morgan's Point	Nassau Bay
North Houston	Park Row	Pasadena
Pearland (part)	Piney Point Village	Seabrook (part)
Shoreacres (part)	South Houston	Southside Place
Spring	Spring Valley	Stafford (part)
Taylor Lake Village	Tomball (part)	Waller (part)
Webster	West University Place	

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**12.0 TEXAS ADMINISTRATIVE CODES (TAC)**

**Social Services and Assistance**

**Department of Aging and Disability Services**

**Operation of the Area Agencies on Aging**

**Title 40 Part 1 Chapter 81**

Rule 81.13 – Compliance with Contractor Responsibilities, Rewards and Sanctions

Rule 81.15 – Appeal Procedures for Area Agency on Aging Contractors

Rule 81.19 – Grievance Procedures for Participants in Older Americans Act Programs

**Title 40 Part 1 Chapter 85, Subchapter A**

Rule 85.2 – Definitions

**Title 40 Part 1 Chapter 85, Subchapter C**

Rule 85.201 – AAA Administrative Responsibilities

Rule 85.202 – AAA Fiscal Responsibilities

**Title 40 Part 1 Chapter 85, Subchapter D**

Rule 85.301 – Transportation Services

Rule 85.302 – Nutrition Services

Rule 85.390 – Senior Centers

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## **SPECIFICATIONS / SCOPE OF WORK**

### **SOLICITATION NO. S55-T25415**

#### **13.0 INSTRUCTIONS FOR COMPLETING THE BUDGET WORKSHEET**

**13.1** Refer to Attachment K and L for additional instructions on completing the Budget Worksheet.

#### **13.2 Accounting Method**

All financial information must be based upon the accrual method of accounting. This method of accounting requires that expenses are reported in the period they are incurred, regardless of when they are paid. Governmental units may use the cash method or the modified accrual method where required to do so by statute, ordinance, charter or constitution. Cost reporting by contracted providers should be consistent with generally accepted accounting principles (GAAP), which are those principles approved by the American Institute of Certified Public Accountants (AICPA).

#### **13.3 Allowable and Unallowable Costs**

Allowable and unallowable costs, both direct and indirect, are defined in Federal Circulars OMB A87 and A122. When a particular type of expense is classified as unallowable, the classification means the expense will not be included in the per meal unit rate determination. The classification does not mean that individual contracted providers may not make the expenditure.

#### **13.4 Reasonable and Necessary**

The description of reasonable and necessary costs is designed to be a general guide. The reasonable and necessary criteria are to be applied to allowable costs.

- (1) "Reasonable" refers to the amount expended. The test of reasonableness includes the expectation that the provider seeks to minimize costs and that the amount expended does not exceed what a prudent and cost-conscious buyer pays for a given item or service. In determining the reasonableness of a given cost, the following are considered:
- (2) The restraints or requirements imposed by arm's-length bargaining (i.e., transactions with non-owners or other unrelated parties, federal and state laws and regulations, and contract terms and specifications); and
- (3) The action that a prudent person would take in similar circumstances, considering his responsibilities to the public, the government, his employees, clients, shareholders, and members, and the fulfillment of the purpose for which the business was organized.
- (4) "Necessary" refers to the relationship of the cost, direct or indirect, incurred by a provider to the provision of contracted services. Necessary costs are direct and indirect costs that are appropriate in developing and maintaining the required standard of operation for providing services in accordance with the contract and state and federal regulations. In addition, to qualify as a necessary expense, a direct or indirect cost must meet all of the following requirements:
- (5) The expenditure was not for personal or other activities not directly or indirectly related to the provision of contracted services;
- (6) The cost does not appear as a specific unallowable cost in these instructions;
- (7) If a direct cost, it bears a significant relationship to the contracted service. To qualify as significant, the elimination of the expenditure would have an adverse impact on service quality;
- (8) The direct or indirect expense was incurred in the purchase of materials, supplies, or services provided to clients or staff in the normal conduct of operations to provide the contracted service;
- (9) The direct or indirect costs are not allocable to, or included as a cost of any other program in either the current, a prior, or a future cost-reporting period;
- (10) The costs are net of all applicable credits;
- (11) Allocated costs of each program are adequately substantiated; and
- (12) The costs are not prohibited under other pertinent federal, state, or local laws or regulations.

#### **13.5 Reporting Expenses**

Report only those reasonable and necessary expenses that reflect the activity of the contracted provider and are directly related to the provision of meals. Do not report expenses of other activities

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- (1) Direct costs are those costs that are incurred by a provider which are definitely attributable to the operation of providing contracted services. Direct costs include, but are not limited to, salaries and non-labor costs necessary for the provision of contracted services. In the meal programs, the salaries of food service personnel are direct costs, as are food, nonfood supplies and other such dietary costs.
- (2) Indirect costs are those shared costs which benefit, or contribute to, the operation of providing contracted services, other business components, or the overall entity with the AAA have contracted. These costs could include, but are not limited to, administration salaries and non-labor costs, building costs, insurance expense and interest expense. Central office and/or home office administrative expenses are considered indirect costs. Indirect costs must be allocated, directly or as a pool of costs, across those business components sharing in the benefits of those costs.
- (3) **Tier 4 - Congregate Meal Providers - Structured Occupancy Agreement In-Kind Resources Requirement**

Proposers to this RFP that are proposing congregate meal sites to be located in an HDHHS facility must supply additional services, not funded through this request, at the indicated value. The budget justification must describe how the additional in-kind services complement the congregate meal program. This form addresses the leasing of space in HDHS facilities only. Values cannot be recounted as program activities or resources covered by dollars allocated through this RFP or another agreement with HDHHS. Proposers will be responsible to visit the site and determine square footage to be used for the program at that site. Proposers will determine the amount of space needed at that site and square footage calculated at the rate below. The in-kind service value must not meet or exceed the monthly lease cost.

**CITY OF HOUSTON MULTI-SERVICE CENTERS**

<b>Multi-Service Center</b>	<b>Square Footage Requested</b>	<b>Tier 4 Discounted Monthly Cost Per Square Foot</b>	<b>Value Month</b>
Acre Homes 6719 West Montgomery Houston, Tx. 77091	2,592	\$1.00	\$2,592.00
Fifth Ward/Peavy 4014 Market Street Houston, Tx 77020	3,788	\$1.00	\$3,788.00
Kashmere 4802 Lockwood Street Houston, Tx. 77026	921 (old space)	\$1.00	\$921.00
Northeast 9720 Spaulding Houston, Tx. 77016	TBD by Proposer	\$1.00	TBD by Proposer
Magnolia 7037 Capitol Houston, Tx. 77011	3,320	\$1.00	\$3,320
Southwest 6400 High Star Houston Tx. 77081	TBD by Proposer	\$1.00	TBD by Proposer
Sunnyside 4605 Wilmington Houston, Tx. 77051	2,458	\$1.00	\$2,458.00
Third Ward 3611 Ennis Street Houston, Tx. 77004	TBD by Proposer	\$1.00	TBD by Proposer
Tri-Community 9525 Clinton Drive Houston, Tx. 77029	TBD by Proposer	\$1.00	TBD by Proposer
West End 170 Heights Blvd. Houston, Tx. 77007	2,924	\$1.00	\$2,924

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**13.6 Depreciation**

In determining whether to expense or depreciate a purchased item or repair: depreciate any single item costing \$1,000 or more and having a useful life of more than one year. Expense a purchased item or repair when the single item costs less than \$1,000 or has a useful life of one year or less.

Include only assets that are used directly or indirectly in the provision of contracted services. Depreciation may not be reported for items funded with federal funds. If items have partial federal funding, the reported depreciation must be proportional to the non-federally funded portion. Allowable depreciation expense includes only straight-line depreciation. No additional first-year depreciation or accelerated depreciation is allowable.

The following estimated lives for depreciable assets are the minimum requirements: buildings, 30 years with a 0% salvage value; passenger automobiles (including minivans), 3 years; light trucks and vans, 5 years; and buses, 7 years. Additional depreciation information is included in Attachment A."

**13.7 Cost Allocation**

Direct costing must be used whenever reasonably possible. Direct costing means allowable costs, direct or indirect, incurred for the benefit of or directly attributable to a specific business component must be directly charged to that particular business component. In the case of direct costs as defined in these instructions, direct costing is required. In the case of indirect costs as defined in these instructions, it is necessary to allocate these costs either directly or as a pool of costs across those business components sharing in the benefits.

If cost allocation is necessary for budget worksheet purposes, contracted providers must use reasonable methods of allocation and must be consistent in their use of allocation methods across all program areas and business entities.

Allocation methods should be based on criteria that directly relate to the contract/program/business entity to which the costs are being allocated.

Allocations may NOT be based upon revenue or budgets.

**13.8 Allocation Methods**

The following is a summary of the acceptable allocation methods for indirect (shared) costs:

- a) Square Footage - Used to allocate building costs.
- b) Units of Service - Where the services are equivalent (all services are home delivered meals), units of service (meals) can be used as a basis of allocation.
- c) Total Direct Cost Less Building Costs - Where the services are not equivalent and building space is used to serve clients directly (services are home delivered meals and congregate meals), the total direct costs of each service/program less the direct building costs can be used as a basis of allocation.
- d) Cost-to-Cost- Where services are not equivalent and building space is not used to serve clients directly, as in a congregate meal setting, total direct costs of each service/program can be used as a basis of allocation.

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- e) Labor Cost\* - Where services are not equivalent and building space is not used to serve clients directly, as in a congregate meal setting, labor costs including the direct staff wages, contract staff fees (excluding consultants), payroll taxes and benefits of each service/program can be used as a basis of allocation.
- f) Salaries\* - Where services are not equivalent, labor costs, including the direct staff wages and contract staff fees (excluding consultants), of each service/program can be used as a basis of allocation.
- g) Functional Basis - Used to allocate costs related to a function (central kitchen costs by meals served, transportation costs by a transportation log).
- h) Time Study - Used to allocate indirect (administrative) salary costs to each service/program.

*\*These methods may not be suitable when a large number of volunteers are utilized.*

In each of these methods, a ratio of each individual component to the total of the individual components is determined and the resulting percentages are used to allocate costs.

For adequate documentation purposes, a written description of each cost allocation method must be maintained which includes, at a minimum, a clear and understandable explanation of the numerator and denominator of the allocation ratio described in words and in numbers, as well as a written explanation of how and to which specific business components the remaining percentage of costs were allocated.

Example: A business entity has a contract with THHSC to provide home delivered meals and has a contract with the Texas Department of State Health Services to provide medical transportation services. The entity has staff in a central office that provides support services such as payroll and billing to both the home delivered meals contract and the medical transportation contract. The central office staff building and related costs must be allocated between the two contracts. The cost-to-cost allocation method could be used as follows:

Total direct costs for the home delivered meals contract: \$32,136

Total direct costs for the medical transportation contract: \$50,522

Total direct costs: \$82,658

(Direct costs are those costs which are incurred by a provider which are definitely attributable to the operation of providing contracted services.)

Total Central Office costs: \$15,439

$\$32,136 / \$82,658 = 38.88\%$

$\$50,522 / \$82,658 = 61.12\%$

$\$15,439 * .3888 = \$6,003$  to be allocated to the home delivered meals contract.

$\$15,439 * .6112 = \$9,436$  to be allocated to the home delivered meals contract.

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**13.9 Related Party Transactions**

A related party is a natural person or organization related to the contracted provider entity by blood/marriage, common ownership, or any association which permits either entity to exert power or influence, either directly or indirectly, over the other. Two or more individuals or organizations constitute related parties whenever they are affiliated or associated in a manner that entails some degree of legal control or practical influence of one over the other. This affiliation or association may be based on common ownership, past or present mutual interests in long-term care or other types of enterprises, or family ties. In determining whether a related party relationship exists with the contracted provider, the tests of common ownership and control are applied separately. Control exists where an individual or organization has the power, directly or indirectly, significantly to influence or direct the actions or policies of an organization or institution. If the elements of common ownership or control are not present in both organizations, the organizations are deemed not-to-be related to each other. The existence of an immediate family relationship will create an irrefutable presumption of relatedness through control or attribution of ownership or equity interests.

Costs applicable to services, equipment, facilities, leases or supplies furnished to the contracted provider by organizations related to the provider by common ownership or control are permitted in the allowable cost of the provider at the cost to the related organization. However, the cost must not exceed the price of comparable services, equipment, facilities, leases or supplies that could be purchased or leased elsewhere. The purpose of this principle is twofold: to avoid the payment of a profit factor to the contracted provider through the related organization (whether related by common ownership or control), and to avoid payment of artificially inflated costs which may be generated from less than arm's-length bargaining. The related organization's costs include all actual reasonable costs, direct and indirect, incurred in the furnishing of services, equipment, facilities, leases, or supplies to the provider.

The intent is to treat the costs incurred by the supplier as if they were incurred by the contracted provider. Therefore, if a cost would be unallowable if incurred by the contracted provider, it would be similarly unallowable to the related organization. The principles of reimbursement of contracted provider costs described throughout these instructions will generally be followed in determining the reasonableness and allowability of the related organization's costs.

**14.0 Invoicing**

The City of Houston is a single entity for accounting, billing and discounting. Any invoices accompanied by the detailed supplements and other back-up documentations are to be submitted to:

City of Houston - Health and Human Services Department  
Harris County Area Agency on Aging  
8000 North Stadium, 3rd Floor – Attention Elizabeth Flores  
Houston, Texas 77054

The City of Houston requires timely and accurate accounting and billing information.

**15.0 Addition and Deletion**

The City by written notice from the City Purchasing Agent or the Director of the Houston Department of Health and Human Services or designee to the Organization, at any time during the term of this contract, may add or delete like or similar equipment, supplies, locations and/or services to the list of equipment, supplies, locations and/or services to be provided. Any such written notice shall take effect on the date stated in the notice from the City. Similar equipment, supplies, services, or locations added to the contract shall be in accordance with the contract specification/scope of services and the charges or rates for items added shall be the same as specified in the scope of work. In the event that the additional equipment, supplies, locations and/or services are not identical to the item(s) already under the contract, the charges therefore will then be the organization's normal and customary charges or rates for the equipment, supplies, locations and/or services classified in the scope of work.

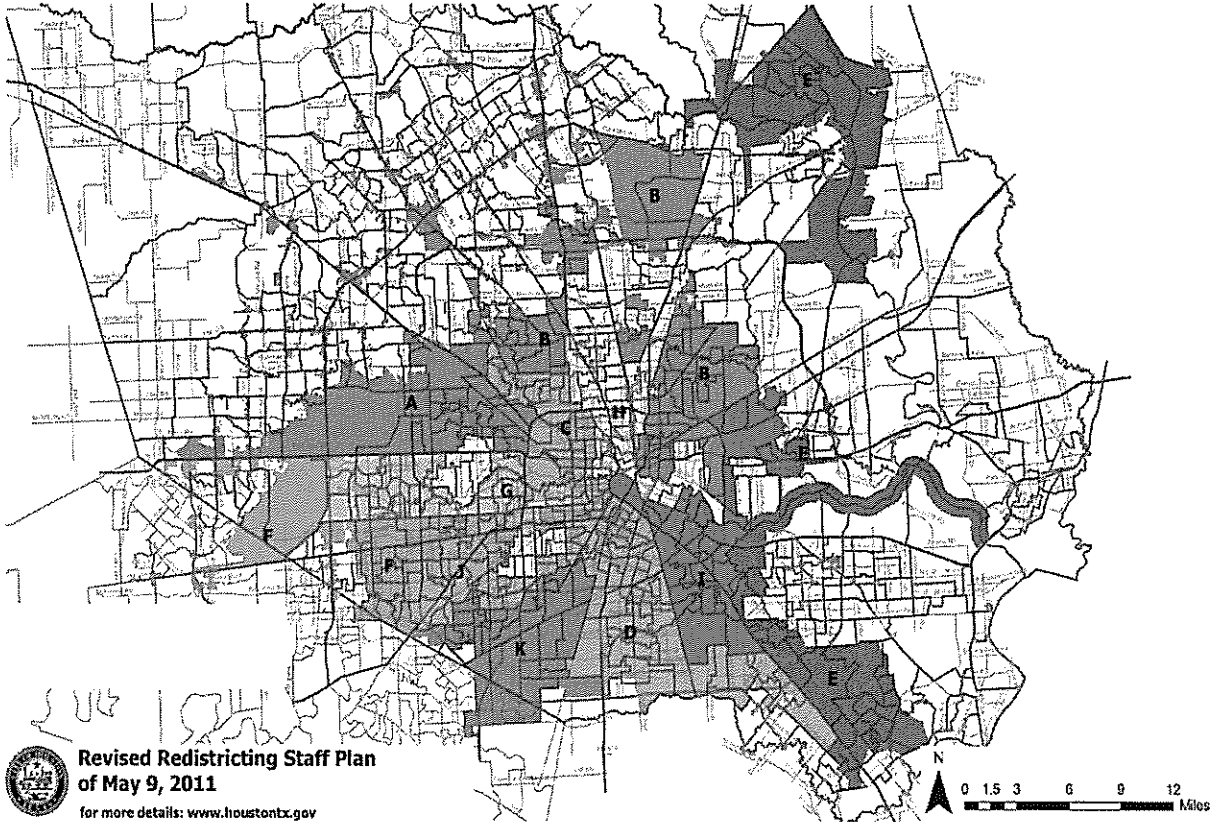
# SPECIFICATIONS / SCOPE OF WORK

## SOLICITATION NO. S55-T25415

### ATTACHMENT A

#### City Council Districts

#### Revised Council Districts



<i>Position</i>	<i>Name</i>
At-Large Position 1	Stephen Costello
At-Large Position 2	David W. Robinson
At-Large Position 3	Michael Kubash
At-Large Position 4	<u>Clarence Bradford</u>
At-Large Position 5	Jack Christie
District A	Brenda Stardig
District B	Jerry Davis
District C	<u>Ellen Cohen</u>
District D	Dwight Boykins
District E	Dave Martin <sup>161</sup>
District F	<u>Richard Nguyen</u>
District G	<u>Oliver Pennington</u>
District H	Ed Gonzalez (Mayor Pro Tem)
District I	Robert Gallegos
District J	Mike Laster
District K	Larry Green



**SPECIFICATIONS / SCOPE OF WORK**  
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**ATTACHMENT B**

**Senior Services Program  
Focal Point Checklist**

Reporting Period: FY 2015

Contractor Name: \_\_\_\_\_

Place an X where applicable.

Activity	Site Name:	Site Name:	Site Name:
Outreach			
Volunteer Recruitment and Training			
Inter-agency service coordination			
Field trips			
Retraining/Re-employment workshops classes and support groups			
Health Education			
Availability of support groups			
Special transportation activities			
Recruitment and training			
Health Screening			
Information and Referral			
Recreational and Social Activities			
Exercise/Physical Fitness			
Volunteer Opportunities			
Intergenerational Programs			
Nutrition Education			

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**ATTACHMENT C**

**List of Congregate Sites**

<b><u>SENIOR CENTER</u></b>	<b><u>ADDRESS</u></b>
Acres Home	6719 W Montgomery Rd., 77091
Allen Parkway	1810 Bluebonnet Place Circle, 77019
Bay Area	1300 Bay Area Blvd., 77058
Bellerive	7225 Bellerive, 77036
Denver Harbor	6402 Market St., 77020
First Filipino Senior Center	8603 S. Kirkwood, 77099
Golden Age Hobby House	2805 Winbern, 77004
Harbach-Ripley	6225 Northdale, 77087
Harrisburg	7250 Harrisburg, 77011
Indochinese Cultural Center	3333 Fannin St., 77004
JW Peavy Senior Ctr	3814 Market, 77020
Kashmere Senior Ctr	4802 Lockwood, 77026
Kingspoint	10900 Kingspoint Ste 6, 77045
Lakeview	8950 Hammerly Blvd., 77080
Longhorn	1414 Longhorn, 77080
Magnolia Multi-Purpose Ctr	7037 Capitol, 77011
Montrose Counseling Center	401 Branard, 2nd floor, 77006
New Life	4828 Almeda Genoa Rd, 77048
North Central	9718 Clark Park, 77076
Oak Tree	14603 Fonmeadow, 77035
Pleasant Village	1922 Pleasantville Dr., 77029
Ripley House	4410 Navigation, 77011
Southwest Multi Service Ctr	6400 High Star, 77074
Telephone Road Apt - Senior Center	6000 Telephone Rd., 77087
Third Ward Multi Service Ctr	3611 Ennis, Suite 118, 77004
Vietnamese Senior Center	8244 Antoine, Suite L, 77088
Wesley Community Center	1410 Lee, 77009
West End Multi Service Ctr	170 Heights, 77007
West Office	10303 West Office, 77042

**The current congregate meal sites in Harris County are listed above. Proposers may choose to continue services at these locations or propose services at alternative sites. (State law requires congregate sites to be open for a minimum of four hours per day.)**

**SPECIFICATIONS / SCOPE OF WORK****SOLICITATION NO. S55-T25415****ATTACHMENT D****Harris County Zip Codes for Congregate and Home Delivered Meals**

<b>Identified Zip Code</b>	<b>Total Population</b>	<b>Total No. of 60+ Seniors by Zip Code</b>	<b>Percentage of 60+ Seniors by Zip Code</b>
77002	13,289	524	3.94%
77003	9,195	1,065	11.58%
77004	30,379	5,024	16.54%
77005	23,338	2,735	11.72%
77006	18,875	1,476	7.82%
77007	22,497	2,457	10.92%
77008	28,661	4,673	16.30%
77009	42,380	5,209	12.29%
77010	76	17	22.37%
77011	23,052	2,441	10.59%
77012	25,174	1,989	7.90%
77013	18,378	1,560	8.49%
77014	20,706	770	3.72%
77015	50,569	4,306	8.52%
77016	29,753	5,096	17.13%
77017	32,823	3,490	10.63%
77018	26,397	5,003	18.95%
77019	15,640	2,083	13.32%
77020	28,679	3,559	12.41%
77021	24,159	4,861	20.12%
77022	31,781	4,159	13.09%
77023	33,050	2,886	8.73%
77024	32,746	7,775	23.74%
77025	23,581	3,954	16.77%
77026	27,593	4,769	17.28%
77027	14,217	2,210	15.54%
77028	16,490	2,985	18.10%
77029	18,272	3,231	17.68%
77030	10,984	1,252	11.40%
77031	17,004	1,344	7.90%
77032	10,796	835	7.73%
77033	27,676	4,899	17.70%
77034	26,342	2,684	10.19%
77035	39,571	4,007	10.13%
77036	76,146	6,353	8.34%
77037	18,562	1,965	10.59%
77038	20,654	1,262	6.11%
77039	27,718	2,385	8.60%
77040	39,520	3,143	7.95%
77041	25,275	1,747	6.91%
77042	36,282	3,532	9.73%

**SPECIFICATIONS / SCOPE OF WORK**  
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Identified Zip Code	Total Population	Total No. of 60+ Seniors by Zip Code	Percentage of 60+ Seniors by Zip Code
77002	13,289	524	3.94%
77043	24,470	3,399	13.89%
77044	13,340	988	7.41%
77045	25,531	2,689	10.53%
77046	471	176	37.37%
77047	11,112	2,032	18.29%
77048	14,267	1,726	12.10%
77049	16,598	1,127	6.79%
77050	4,357	447	10.26%
77051	13,235	2,984	22.55%
77053	25,428	1,566	6.16%
77054	16,656	832	5.00%
77055	43,477	4,731	10.88%
77056	14,031	3,192	22.75%
77057	35,491	4,265	12.02%
77058	15,206	2,104	13.84%
77059	16,690	1,312	7.86%
77060	36,306	1,961	5.40%
77061	25,500	2,657	10.42%
77062	26,978	3,025	11.21%
77063	27,200	3,489	12.83%
77064	35,966	2,042	5.68%
77065	27,070	1,824	6.74%
77066	27,638	2,280	8.25%
77067	24,418	886	3.63%
77068	9,505	1,148	12.08%
77069	14,756	2,729	18.49%
77070	32,385	3,224	9.96%
77071	25,021	2,706	10.81%
77072	51,716	4,169	8.06%
77073	12,787	944	7.38%
77074	39,159	4,667	11.92%
77075	22,423	1,774	7.91%
77076	30,030	3,028	10.08%
77077	42,416	4,729	11.15%
77078	14,479	1,144	7.90%
77079	30,887	5,706	18.47%
77080	46,261	5,619	12.15%
77081	49,691	1,704	3.43%
77082	36,201	2,425	6.70%
77083	52,061	3,205	6.16%
77084	63,557	3,420	5.38%
77085	7,496	742	9.90%
77086	19,815	1,154	5.82%

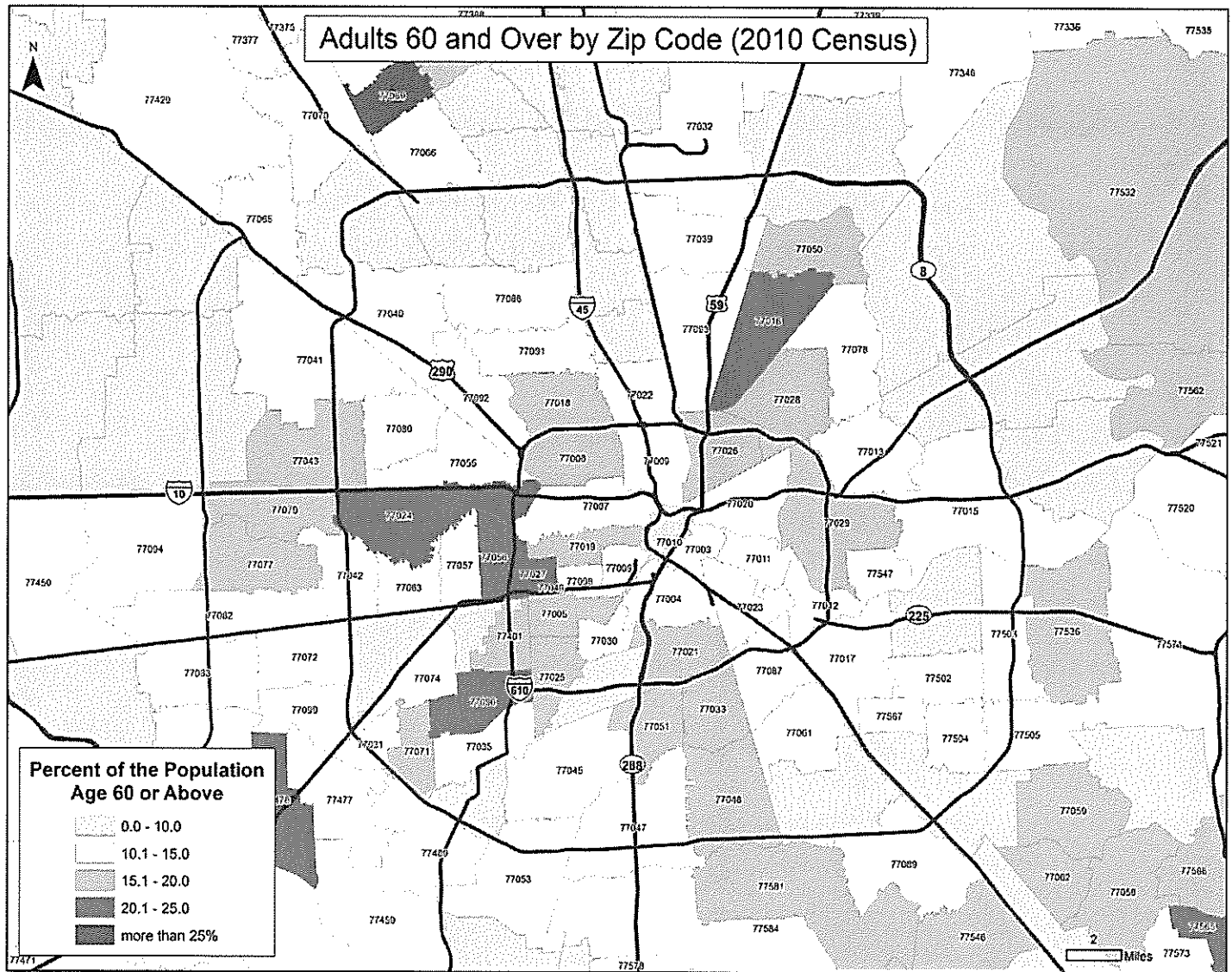
**SPECIFICATIONS / SCOPE OF WORK**  
**SOLICITATION NO. S55-T25415**

Identified Zip Code	Total Population	Total No. of 60+ Seniors by Zip Code	Percentage of 60+ Seniors by Zip Code
77002	13,289	524	3.94%
77087	36,194	3,904	10.79%
77088	47,739	5,100	10.68%
77089	36,450	3,890	10.67%
77090	25,742	2,613	10.15%
77091	24,460	2,814	11.50%
77092	37,899	3,951	10.43%
77093	45,908	4,801	10.46%
77094	7,779	397	5.10%
77095	39,275	1,802	4.59%
77096	33,987	6,708	19.74%
77098	12,179	1,337	10.98%
77099	43,116	2,832	6.57%

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**SPECIFICATIONS / SCOPE OF WORK**  
**SOLICITATION NO. S55-T25415**

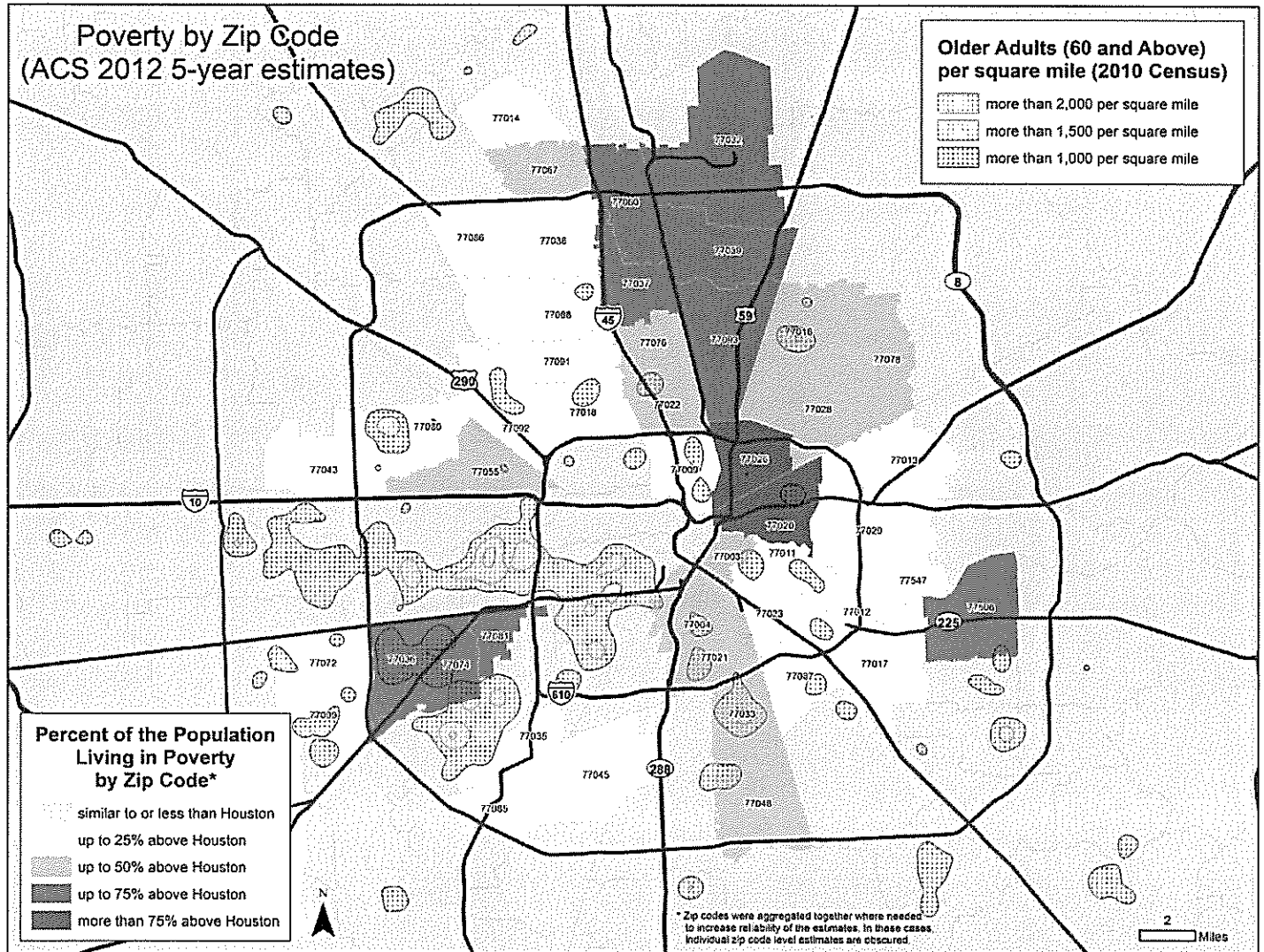
**ATTACHMENT E**



# SPECIFICATIONS / SCOPE OF WORK

## SOLICITATION NO. S55-T25415

### ATTACHMENT F



# **PROPOSAL SUBMITTAL REQUIREMENTS**

## **SOLICITATION NO. S55-T25415**

**To simplify the review process and to be eligible for the evaluation process,** the Proposal must follow the outline as set forth below and, at a minimum, contain the information as requested. Proposer(s) are encouraged to include additional relevant information.

### **1.0 TITLE PAGE:**

- 1.1 The title page should include the title and number of the RFP, name and address of the Proposer(s), and the date of the Proposal.

### **2.0 OFFER & SUBMITTAL FORM:**

- 2.1 PROPOSAL MUST BE SIGNED AND NOTORIZED BY AN AUTHORIZED REPRESENTATIVE(S) OF THE PROPOSER, WHICH MUST BE THE ACTUAL LEGAL ENTITY THAT WILL PERFORM THE CONTRACT IF AWARDED AND THE TOTAL FIXED PRICE CONTAINED THEREIN SHALL REMAIN FIRM FOR A PERIOD OF ONE-HUNDRED EIGHTY (180) DAYS.

### **3.0 LETTER OF TRANSMITTAL:**

- 3.1 A letter of transmittal shall include the following:
- 3.2 The names, titles, addresses, and telephone numbers of the individuals who are authorized to make representation on behalf of the Proposer.
- 3.3 A statement that the person signing the letter of transmittal is authorized to legally bind the Proposer; that the Proposal and the total cost for services contained therein shall remain firm for a period of one hundred-eighty (180) days, and that the Proposal will comply with the requirements and arrangements stated in the RFP.
- 3.4 The proposer must indicate the Nutrition and Transportation Services for which proposer wants to be considered. Whether Congregate and/or Home Delivered Meals.

### **4.0 TECHNICAL QUALIFICATIONS:**

#### **4.1 Expertise/Experience/Reliability:**

- 4.1.1 Provide a brief statement describing Proposer's qualification, expertise and familiarity with HCAAA policies for dispensing Congregate and/or Home Delivery meals to senior citizens
- 4.1.2 Provide a description of Proposer's familiarity and relevant experience with comparable projects including but not limited to the availability to implement and promote services in the community

#### **4.2 Proposed Strategy and Operational Plan:**

- 4.2.1 Provide a brief description and methodology describing the Proposer's implementation plan that will adhere to the HCAAA policies for dispensing Congregate and/or Home Delivery meals. Please limit to three (3) pages.
- 4.2.2 Provide a brief statement describing the local availability and familiarity with local conditions to successfully implement the program
- 4.2.3 Provide Organizational Chart, Resumes of key personnel whom will be responsible for the delivery of the services/project.
- 4.2.4 Provide copies of key personnel certifications/licenses.



<p style="text-align: center;"><b>PROPOSAL SUBMITTAL REQUIREMENTS</b> <b>SOLICITATION NO. S55-T25415</b></p>
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**4.3 Financial Capability to Provide Services :**

**4.3.1 Maintain at least 90 days operating capital.**

4.3.2 Submit your organization audited annual financial statements, in accordance with and as defined in the Financial Accounting Standards Board (FASB) regulation(s) for the past two years. In addition, include your and Dunn & Bradstreet Report or Federal Tax Forms Filed to the Internal Revenue Service (IRS) for the past two years.

4.3.3 Submit your organization financial capacity for matching funds requirements from non-federal monies.

**5.0 MINORITY WOMEN DISADVANTAGE BUSINESS ENTERPRISE:**

5.1. Proposer shall submit a proposed M/WBE Plan with a Proposer/Subcontractor-signed and dated "Letter of Intent Form." (See attached Exhibit II, Letter of Intent

5.2 Signed M/WBE Forms: Attachment "A" Schedule of M/WBE Participation, and Attachment "B" Letter of Intent (Exhibit II)

**6.0 BUDGET WORKSHEET (ATTACHEMENT M):**

6.1 In a separate sealed envelope marked, "Budget Worksheet, S55 –T25415, submit a copy of your budget to include all necessary cost elements."

**7.0 OTHER CONTENT REQUIREMENTS:**

7.1. Certification Regarding Debarment, Suspension.

The prospective proposer must certify to the best of its knowledge and belief that it and its principals:

7.2 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency;

7.3 Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

7.4 Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated above; and Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State, or local) terminated for cause or default

7.5 Exceptions to Terms and Condition

7.6 List of References and List of Proposed Subcontractors (Exhibit I)

7.7 Fair Campaign Ordinance Form "A" (Exhibit V)

7.8 Affidavit of Ownership or Control (Exhibit VI)

7.9 Drug Compliance Agreement Attachment "A" and Contractor's Certification of No Safety Impact Positions Attachment "C" (Exhibit VII)

7.10 Anti-Collusion Statement (Exhibit VIII)

7.11 Conflict of Interest Questionnaire (Exhibit IX )

<p style="text-align: center;"><b>PROPOSAL SUBMITTAL REQUIREMENTS</b> <b>SOLICITATION NO. S55-T25415</b></p>
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- 7.12 City Contractors' Pay or Play Acknowledgement Form and Pay or Play Certificate Agreement (Exhibit X)
- 7.13 Hire Houston First Affidavit (Download Copy at <http://purchasing.houstontx.gov/index.shtml> and submit to MOBO via e-mail to HHF-MOBO@houstontx.gov or fax to 832.393.0952) or submit copy with proposal.
- 7.14 Requested Information Outlined in the Scope of Work and Other Additional Relevant/Supporting Information or Alternate Proposals

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# PROPOSAL SUBMITTAL REQUIREMENTS

SOLICITATION NO. S55-T25415

## ATTACHMENT G

HCAAA FY 2015 RFP

### Nutrition Service Form

The Proposer may use as much space as needed for each category.

Additional pages may be used as necessary.

#### Proposed Routes and Delivery Schedule


#### Frozen Meal Justification (if applicable)

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#### List of Congregate Sites


#### Nutrition Education Plan for Congregate and/or Home Delivered Meals:

(frequency, source(s), dissemination method)

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**PROPOSAL SUBMITTAL REQUIREMENTS**  
**SOLICITATION NO. S55-T25415**

**ATTACHMENT G CONTINUATION**

Nutrition Service Form  
Page 2

**Detailed Description of Waiting List Procedures for Congregate and/or Home Delivered Meals:**

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**Emergency Preparedness Plan for Congregate and/or Home Delivered Meals:**

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**List of Home Deliver Meal Distribution Sites**


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**PROPOSAL SUBMITTAL REQUIREMENTS**  
**SOLICITATION NO. S55-T25415**

**ATTACHMENT H**

**HCAAA FY 2015 RFP**

**Transportation Staffing Profile**

Organization: \_\_\_\_\_ Service: \_\_\_\_\_

List your organization's staffing profile. It is not necessary to list each driver; only the total number of drivers and backup drivers.

Position	Salaried/Volunteer

**PROPOSAL SUBMITTAL REQUIREMENTS**  
**SOLICITATION NO. S55-T25415**

**ATTACHMENT I**

**HCAAA FY 2015 RFP**

**Transportation Vehicle List**

Organization: \_\_\_\_\_ Service: \_\_\_\_\_

List the vehicles your organization plans to use in providing transportation services to the nutrition sites.

Type of Vehicle (Car, Van, etc.)	Number of Vehicles	Regular Service/Backup

<p style="text-align: center;"><b>PROPOSAL SUBMITTAL REQUIREMENTS</b> <b>SOLICITATION NO. S55-T25415</b></p>
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**ATTACHMENT J**

**IN-KIND MATCH CONTRIBUTION**

**Provider:** \_\_\_\_\_

**In-Kind Contribution(s):** \_\_\_\_\_

All items listed below must be accompanied with support documentation.

ITEM	DATE OF RECEIPT	VALUATION

**Note:**

All contributions must meet the requirements of IRS Publication 561 (<http://ftp.fedworld.gov/pub/irs-pdf/p561.pdf>)

Examples of Documentation may include:

Rent:           1. Letter of Agreement with Owner.  
                  2. Adequate Valuation of Property on a Current Basis (this should be reviewed at least every two years if the Senior Center is based on property value and center participation).

Labor:           1. Minimum wage.  
                  2. Documented Prevailing Rate in area.

All in-kind labor must be required for the service to be provided. If you would not hire someone to perform the labor if it were not in-kind, then you cannot count it as in-kind.

Utilities:        1. Copy of Bill.  
                  2. Agreement of Amount Paid if Partial.

\_\_\_\_\_  
Name of Contracted Provider

\_\_\_\_\_  
Printed/Typed Name of Signer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

# PROPOSAL SUBMITTAL REQUIREMENTS

## SOLICITATION NO. S55-T25415

### ATTACHMENT K

#### Budget Worksheet Instructions

##### Functions and Worksheet Calculations:

- Costs are entered into the Provider Total Budget by Service worksheet under the "Cost Area".

##### Provider Total Budget by Service Worksheet

**Example:** Enter Costs/dollar amounts for the line item "Salaries"  
Add sum of in the "Total Salaries" area.

#1

#2

Provider Total Budget by Service			
Cost Area	Total Agency Budget	Home Delivered Meal Program	Nutrition Education - AAA Clients
<b>Personnel</b>			
<b>Salaries (Identified by Job Title)</b>			
Director	25,000.00	7,250.00	300.00
1st Cook	20,000.00	10,600.00	
2nd Cook	15,000.00	7,950.00	
Cook Helper	3,000.00	1,590.00	
<b>Total Salaries</b>	<b>63,000.00</b>	<b>27,390.00</b>	<b>300.00</b>

##### Cost Area

- Provide **ALL** requested information in each Cost Area in the worksheet. Refer to the Cost Area and Cost Categories document for instructions on completing the line items.
- Enter the **total** amount of the costs for each line item in the Cost Area in the "Total Agency Budget" column

**Example:** the line item "Salaries", includes the job titles with the salaries. Additional rows can be added, if needed.

Provider Total Budget by Service					
Provider Name: 3/18/2015 11:32 AM					
Cost Area	Total Agency Budget	Home Delivered Meal Program	Nutrition Education - AAA Clients	Nutrition Education CSC Clients	Congregate Meal Program
<b>Personnel</b>					
<b>Salaries (Identified by Job Title)</b>					
Director	25,000.00	7,250.00	300.00	200.00	6,800.00
Cook	20,000.00	10,600.00			9,400.00
Cook Helper	3,000.00	1,590.00			1,410.00
<b>Total Salaries</b>	<b>48,000.00</b>	<b>19,440.00</b>	<b>300.00</b>	<b>200.00</b>	<b>17,610.00</b>



# PROPOSAL SUBMITTAL REQUIREMENTS

## SOLICITATION NO. S55-T25415

**Example:** Additional Line Items have been included to further delineate costs. Purchased Meals and the types of meals are included.

Provider Total Budget by Service					
Cost Area	Total Agency Budget	Home Delivered Meal Program	Nutrition Education - AAA Clients	Nutrition Education CS Clients	Congregate Meal Program
<b>Meals/Food</b>					
Raw Food					
Total Raw Food	-	-	-	-	-
Purchased Meals					
Hot Prepared Meals Purchased from a Supplier or Central Kitchen	9,000.00	5,000.00			4,000.00
Frozen Meals	4,000.00	4,000.00			
Chilled Meals					
Shelf Stable Meals					
Total Purchased Meals	13,000.00	9,000.00	-	-	4,000.00

### Columns for Allocation of Costs

- Additional columns have been included in the worksheet. These added columns allow for other programs and costs not allowable for the Home Delivered and Congregate Meal Programs.
- Use "Agency Budget not Applicable to Programs" column for cost that cannot be allocated to federally funded programs.
- "If applicable, replace with title or other agency" columns are optional columns for other funding sources.

**Example:** Program columns for allocating costs

Provider Total Budget by Service							
Provider Name: 3/18/2015 11:32 AM				AAA Name: Region Number			
Cost Area	Total Agency Budget	Home Delivered Meal Program	Nutrition Education - AAA Clients	Nutrition Education CSC Clients	Congregate Meal Program	Other Meal Programs (non-DADS)	Agency Budget not Applicable to Programs

### Balance Not Budgeted Column

- "Balance Not Budgeted" column, reconciles the cost allocated across the programs or funding sources to the "Total Agency Budget"
  - If the amount in this column is not zero, the total budget was not allocated. This is the amount that has not been allocated to a program or the amount allocated was entered incorrectly.
  - This column must equal zero (0). If not, make corrections/explain.

**Example:** "Total Agency Budget" column, \$25,000 is allocated in the total budget for the "Director". The "Balance not Budgeted" column indicates \$10,450 is not allocated to a program or another funding source. If the costs allocated do not equal the "Total Agency Budget," the "Balance not Budgeted" column will not be "zero".

# PROPOSAL SUBMITTAL REQUIREMENTS

## SOLICITATION NO. S55-T25415

Provider Total Budget by Service							
Provider Name: 3/18/2015 11:38 AM			Agency Name: Reason:				
Cost Area	Total Agency Budget	Home Delivered Meal Program	Nutrition Education - AAA Clients	Nutrition Education - CSC Clients	Congregate Meal Program	Other Meal Programs (non-DADS)	Balance not budgeted
<b>Personnel</b>							
Salaries (Identified by Job Title)							
Director	25,000.00	7,250.00	300.00	200.00	6,800.00		10,450.00
Cook	20,000.00	10,600.00			9,400.00		
Cook Helper	3,000.00	1,500.00			1,410.00		
<b>Total Salaries</b>	<b>48,000.00</b>	<b>19,440.00</b>	<b>300.00</b>	<b>200.00</b>	<b>17,610.00</b>	<b>-</b>	<b>10,450.00</b>

### Percentage of Total Cost and Total Budgeted Meals

Calculate the total cost of each program at the bottom of each worksheet.

At the bottom of the worksheet enter the number of meals by "TYPE" for each program.

Provider Total Budget by Service					
Cost Area	Total Agency Budget	Home Delivered Meal Program	Nutrition Education - AAA Clients	Nutrition Education - CS Clients	Congregate Meal Program
<b>Total</b>					
Total of all Cost Areas	61,000.00	17,590.00	300.00	200.00	25,610.00
Percentage of Total Cost	71.639%	28.836%	0.492%	0.328%	41.984%
<b>Budgeted Meals</b>					
<b>Provider Prepared Meals</b>					
Hot Meals		2,500			5,000
Frozen Meals	1,000	1,000			
Chilled Meals	-				
Shelf Stable Meals					
<b>Total Provider Prepared Meals</b>	<b>8,500</b>	<b>3,500</b>			<b>5,000</b>
<b>Purchased Meals</b>					
Hot Prepared Meals Purchased from a Supplier or Central Kitchen	-				
Frozen Meals	-				
Chilled Meals	-				
Shelf Stable Meals	-				
<b>Total Purchased Meals</b>	<b>-</b>	<b>-</b>			<b>-</b>
<b>Total Budgeted Meals</b>	<b>8,500</b>	<b>3,500</b>			<b>5,000</b>
<b>% of Total Meals</b>		<b>41%</b>			<b>59%</b>
<b>Whole Unit Rate</b>		<b>5.08</b>			<b>5.12</b>

### Nutrition Education

Nutrition Education costs are required to be included in the meal cost. Therefore, proposers must enter the budget amount for Nutrition Education under the "Nutrition Education AAA Clients" column only.

<p style="text-align: center;"><b>PROPOSAL SUBMITTAL REQUIREMENTS</b> <b>SOLICITATION NO. S55-T25415</b></p>
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**ATTACHMENT L**

**Cost Areas and Cost Categories**

This is additional guidance on what to include or not include in specific cost categories within specific cost areas in the rate setting budget worksheets. Some cost categories (examples: depreciation or interest) may be included in more than one cost area. Use detailed line items in the cost areas to prevent duplication and ensure the nutrition provider accounts for all necessary costs. For example: list the specific items depreciated such as a steam table to ensure it is included only once (under equipment), and not another category of depreciation such as building/occupancy.

**PERSONNEL**

**Salaries:**

This category includes salaries and wages only.

Expenses listed for salaries and wages, whether treated as direct costs or indirect costs, must be based on documented payrolls approved by a responsible official(s) of the organization. The distribution of salaries and wages to programs must be supported by personnel activity reports.

The cost for each employee must be listed separately identified by job title.

**Payroll Taxes and Benefits:**

This category includes employer payment of what are commonly called fringe benefits:

- Unemployment insurance,
- Workers compensation,
- Health insurance,
- Retirement/pension contributions, and
- Federal Insurance Compensation Act contributions.

Each type of benefit should be listed separately.

The list of benefits above is not all-inclusive. If the employer pays premiums for a type of benefit (for example-dental insurance) the type of benefit must be listed on a separate row within this cost category.

Ensure the employee portion deducted or withheld from the employee's salary or wages gross income is not reported in this category and the "Salaries" category. This category is for taxes and benefits paid by the EMPLOYER.

Housing and personal living expenses for/of the organization's officers are unallowable as fringe benefit or indirect costs regardless of whether the cost is reported as taxable income to the employees.

**Contract Staff:**

The provider must maintain documentation of the contract staff scope of work and be able to demonstrate the relationship between the contracted work and the operation of the program(s) to which the cost is allocated.

**PROFESSIONAL DEVELOPMENT**

**Conference:**

The costs of attending meetings and conferences, including the cost of conference registration, transportation, meals and other cost related to attending the meeting or conference should be listed here. The conference must be associated with the program to which it is charged.

List each conference and identify those that occur out-of-state, including necessity of out-of state travel to secure the covered information.

The cost of conferences on fund raising, political action or other topics not necessary to delivery of services/enhancement of services cannot be allocated to the Home Delivered Meals or Congregate Meals program.

<p style="text-align: center;"><b>PROPOSAL SUBMITTAL REQUIREMENTS</b> <b>SOLICITATION NO. S55-T25415</b></p>
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If a portion of the conference registration cost includes social or entertainment activities; that portion of the cost is unallowable and should not be included as a cost of program delivery.

**Dues:**

Dues included here must be limited to those necessary for membership in business, professional, and technical organizations related to the provision of program services. If the membership organization is not related to a program, then none of the costs of the dues would be allocated to that program.

Costs of membership in civic or community organizations are allowable if there is a relationship to the program(s) to which the dues are allocated.

Costs of membership in any country club or social or dining club or organization are unallowable for funding as part of meal program rates.

List each organization to which dues are paid.

**Materials:**

The cost of recorded media presentations, course books or other items used for professional development may be included in this cost category.

List the items

**MEALS/FOOD**

**Raw Food**

This category includes cost of menu items and ingredients to prepare the meals on the menu.

If the provider is preparing meals and freezing them for later delivery or consumption, the associated costs are recorded in this category, not as the purchase of frozen meals.

Do not include the cost of any items that are not on the menus approved by the dietician/nutritionist.

Do not include the cost of food items for other purposes, such as volunteer recognition events, or snacks for drivers.

**Purchased Meals**

This category is used to record the cost of purchasing frozen, chilled, shelf stable or hot prepared meals purchased from external suppliers.

This category does not include the cost of preparing meals at one location operated by the provider, then packaging them for further distribution at other provider operated locations. The cost of ingredients for meals prepared and frozen by the provider is recorded under raw food.

List each type of meal purchased and the costs of each on a separate row.

Do not include the cost of any items that are not on the menus approved by the dietician/nutritionist.

Do not include the cost of any food items for other purposes, such as volunteer recognition events, or snacks for drivers.

**Freight:**

Charges for shipment/delivery of raw food or supplies to the nutrition provider.

**Storage Cost:**

Storage costs include the costs associated with the rental of both refrigerated and non-refrigerated space used to hold food or supplies until prepared or used.

Do not include the cost of insulated carriers used to transport meals to consumers, or the cost of meal packaging in this category.

<p style="text-align: center;"><b>PROPOSAL SUBMITTAL REQUIREMENTS</b> <b>SOLICITATION NO. S55-T25415</b></p>
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**Consumables:**

This is the category in which to list equipment costing less than \$5,000 per item.

The cost of paper and plastic goods (including meal packaging) should be shown here.

The cost of pots, pans and cooking utensils should be included in this category.

The same pots and pans or equipment purchased in a prior year should not be listed on a current year budget, even if still in use. The cost is incurred in the year purchased.

This consumable cost area and cost category is for items related to food/meals only. Consumable supplies of other types such as janitorial supplies (including those used to prepare food preparation surfaces) or office supplies are recorded in other cost areas.

**Other:**

List only items not covered in Raw Food, Purchased Meals, Freight, Storage or Consumables that are necessary to the purchase of food and meal items.

List individually all items that cost more than \$100 per item.

**EQUIPMENT**

**Depreciation:**

This category (Depreciation as a cost category in the Equipment cost area) includes the depreciation expense associated with major equipment purchases (those costing more than \$5000).

Depreciation may not be claimed on an item if the purchase was fully funded through a state or federal funding source.

Depreciation cannot be claimed on rented or leased equipment.

Item, year purchased and item cost must be shown.

**Interest**

This category includes interest or financing costs paid or incurred on equipment assets used in the provision of the funded meal programs.

Mortgage interest is shown in the Building/Occupancy cost area, not in this category.

Costs incurred for interest on borrowed capital are unallowable.

List the item purchased, year of the purchase and purchase cost.

**Leasing**

Enter the lease cost of equipment used in program provision.

List each item, and the year leased.

**Maintenance**

Include costs incurred for necessary maintenance, repair, or upkeep of equipment. Allowable costs are those which keep equipment in efficient operating condition.

Costs incurred for improvements which add to the permanent value of the equipment or appreciably prolong the intended life of the equipment must not be included in this category, but are treated as capital expenditures.

<p style="text-align: center;"><b>PROPOSAL SUBMITTAL REQUIREMENTS</b> <b>SOLICITATION NO. S55-T25415</b></p>
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**OCCUPANCY/BUILDING**

**Rent**

Only include the rental fees paid for buildings used in the provision of services, not rental of equipment or vehicles.

**Utilities**

This cost category includes items such as natural gas or propane used for heating and cooking, water or electricity.

**Depreciation**

This category includes the depreciation expense associated with the purchase of property, including capital improvements to land and buildings.

Depreciation may not be claimed on an item if the purchase was funded through a state or federal funding source.

Depreciation cannot be claimed on rental property or land acquisitions.

Item, year purchased and item cost must be shown.

**Mortgage Interest**

This category includes interest or financing costs paid or incurred on building assets used in the provision of the funded programs.

**Insurance**

This cost category specifically refers to insurance related to space occupancy (for example fire, theft or flood insurance on the building housing the meal preparation site), not to the cost of insurance benefits paid for employees, automobile insurance or other types of insurance costs.

Identify each type of Building/Occupancy related insurance if there is more than one type purchased.

**Security**

Include the cost of alarm system monitoring fees or private security staff/patrols if applicable.

**Janitorial**

If a contracted building maintenance or janitorial contract is utilized, list the cost here.

Include costs incurred for necessary maintenance or upkeep of the building(s). Allowable costs are those which keep buildings in efficient operating condition.

This is the category where janitorial supplies, including consumable items should be listed.

Costs incurred for improvements which add to the permanent value of the building or appreciably prolong the intended life of the building must not be included in this category, but are treated as capital expenditures.

**Repair**

Include costs incurred for necessary repair or upkeep of the building(s). Allowable costs are those which keep buildings in efficient operating condition.

Costs incurred for improvements which add to the permanent value of the building or appreciably prolong the intended life of the building must not be included in this category, but are treated as capital expenditures.

**Taxes**

Identify the type and amount of taxes paid on building(s).

**TRANSPORTATION/TRAVEL**

**Mileage Reimbursement**

Mileage logs must be maintained showing number of miles reimbursed and rate of reimbursement.

<p style="text-align: center;"><b>PROPOSAL SUBMITTAL REQUIREMENTS</b> <b>SOLICITATION NO. S55-T25415</b></p>
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Mileage reimbursement to volunteers who deliver meals is allowable.

**Delivery**

Indicate delivery charges if this service component is subcontracted.

Do not duplicate expenses of the freight cost category.

**Gas & Oil**

If staff/volunteers that utilize their own vehicles are directly reimbursed for gas and oil charges, indicate that cost here.

Gas & Oil expenses for operation of provider owned/leased vehicles used in program operations are shown here.

**Repairs (identify item and year purchased)**

Repair expense of provider owned/leased vehicles used in program operations are shown here.

**Insurance**

This category only includes automobile/van insurance.

**Depreciation/Lease**

List vehicles separately and identify whether lease cost or depreciation.

If the charge is for depreciation, show the year purchased and cost.

Depreciation cannot be claimed on leased vehicles.

Depreciation cannot be claimed on vehicles funded with state/federal dollars.

**Interest**

This category includes interest paid on vehicle financing.

**Tags & Licenses**

Include the cost of tags and licenses for provider owned/leased vehicles used in service provision.

**ADMINISTRATIVE & GENERAL**

**Advertising**

Allowable advertising costs are those which are solely for:

- Recruitment of personnel
- Procurement of goods and services
- Other specific purposes necessary to meet meal program requirements.

Unallowable advertising and public relations costs include:

- Salaries and wages of employees engaged in setting up and displaying exhibits, making demonstrations, and providing briefings;
- Costs of promotional items and memorabilia, including models, gifts, and souvenirs;
- Costs of advertising and public relations designed solely to promote the provider.

**Allocate the following based on program utilization:**

- **Printing**
- **Copying**
- **Office supplies**
- **Postage**
- **Telecommunications**

<p style="text-align: center;"><b>PROPOSAL SUBMITTAL REQUIREMENTS</b> <b>SOLICITATION NO. S55-T25415</b></p>
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**Contractual Agreements and Consulting Fees**

Items or services secured through contractual agreement or consultancy are only allowable if they are of a type that would be allowable if included in salaries or operating expenses.

Example: a contract with a media consultant to develop fund-raising appeals would not be allowable as fund-raising is not an allowable cost of the HDM or Congregate meal programs.

- **Other Fees**
- **Other Misc.**

The cost/expense must be described in sufficient detail to support inclusion in the budget.

**Note: Interest-Working - Capital**

Costs incurred for interest on borrowed capital, temporary use of endowment funds, or the use of the non-profit organization's own funds, however represented, are unallowable.

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**PROPOSAL SUBMITTAL REQUIREMENTS**  
**SOLICITATION NO. S55-T25415**

**ATTACHMENT M**

**Budget Worksheet**

Provider Total Budget by Service															
Provider Name:							AAA Name:	-							
4/3/2015 1:33 PM							Region Number:	-							
Cost Area	Total Agency Budget	Home Delivered Meal Program	Nutrition Education - AAA Clients	Nutrition Education CSC Clients	Congregate Meal Program	Other Meal Programs (non-DADS)	Agency Budget not Applicable to Programs	Participant Assessment	Transportation	If applicable replace with title of other agency program	If applicable replace with title of other agency program	Balance not budgeted			
<b>Personnel</b>															
Salaries (Identified by Job Title)															
Total Salaries			-	-	-	-	-	-	-	-	-				
<b>Payroll Taxes &amp; Benefits (Employer Paid)</b>															
Federal Insurance Compensation Act (FICA)															
Texas Unemployment Compensation Act (TUCA)															
Federal Unemployment Tax Act (FUTA)															
Workers Compensation															
Health Insurance															
Retirement															
Total Payroll Taxes & Benefits (Employer Paid)	-	-	-	-	-	-	-	-	-	-	-				
Contract staff (Identify by Position)															

**PROPOSAL SUBMITTAL REQUIREMENTS**  
**SOLICITATION NO. S55-T25415**

													-
Total Contract staff	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Personnel	-	-	-	-	-	-	-	-	-	-	-	-	-
Professional Development													
Conference (list Conference & Attendees)													
													-
													-
Total Conferences	-	-	-	-	-	-	-	-	-	-	-	-	-
Dues (list Organization Name)													
													-
													-
													-
Total Dues	-	-	-	-	-	-	-	-	-	-	-	-	-
Materials (list Items)													
													-
													-
													-
Total Materials	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Professional Development	-	-	-	-	-	-	-	-	-	-	-	-	-
Meals/Food													
Raw Food													
													-
													-
													-
Total Raw Food	-	-	-	-	-	-	-	-	-	-	-	-	-
Purchased Meals													
Hot Prepared Meals Purchased from a Supplier or Central Kitchen													-
Frozen Meals													-
Chilled Meals													-
Shelf Stable Meals													-
													-
Total Purchased Meals	-	-	-	-	-	-	-	-	-	-	-	-	-
Freight													-
													-

<p align="center"><b>PROPOSAL SUBMITTAL REQUIREMENTS</b>  <b>SOLICITATION NO. S55-T25415</b></p>
--

[illegible]

**PROPOSAL SUBMITTAL REQUIREMENTS**  
**SOLICITATION NO. S55-T25415**

Total Leasing	-	-	-	-	-	-	-	-	-	-	-	-	-
Maintenance (Identify item, year purchased, cost)													
Total Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Equipment	-	-	-	-	-	-	-	-	-	-	-	-	-
Occupancy/Building													
Rent													
Total Rent	-	-	-	-	-	-	-	-	-	-	-	-	-
Utilities													
Total Utilities	-	-	-	-	-	-	-	-	-	-	-	-	-
Depreciation (Identify item, year purchased, cost)													
Total Depreciation	-	-	-	-	-	-	-	-	-	-	-	-	-
Mortgage Interest													
Total Mortgage Interest	-	-	-	-	-	-	-	-	-	-	-	-	-
Insurance (Identify type of insurance)													
Total Insurance	-	-	-	-	-	-	-	-	-	-	-	-	-

**PROPOSAL SUBMITTAL REQUIREMENTS**  
**SOLICITATION NO. S55-T25415**

<b>Security</b>	-	-	-	-	-	-	-	-	-	-	-	-
												-
												-
<b>Total Security</b>	-	-	-	-	-	-	-	-	-	-	-	-
<b>Janitorial</b>												-
												-
												-
<b>Total Security</b>	-	-	-	-	-	-	-	-	-	-	-	-
<b>Repair (Identify all items over \$100.)</b>												-
												-
												-
<b>Total Repair</b>	-	-	-	-	-	-	-	-	-	-	-	-
<b>Taxes (Identify Type of Tax)</b>												-
												-
												-
<b>Total Taxes</b>	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Occupancy/Building</b>	-	-	-	-	-	-	-	-	-	-	-	-
<b>Transportation/Travel</b>												
<b>Mileage Reimbursement</b>												-
												-
												-
<b>Total Mileage Reimbursement</b>	-	-	-	-	-	-	-	-	-	-	-	-
<b>Delivery</b>												-
												-
												-
<b>Total Delivery</b>	-	-	-	-	-	-	-	-	-	-	-	-
<b>Gas &amp; Oil</b>												-
												-
												-

**PROPOSAL SUBMITTAL REQUIREMENTS**  
**SOLICITATION NO. S55-T25415**

Total Gas & Oil	-	-	-	-	-	-	-	-	-	-	-	-
Repairs (Identify Item & year purchased)												
Total Repair	-	-	-	-	-	-	-	-	-	-	-	-
Insurance (Identify type of insurance)												
Total Insurance	-	-	-	-	-	-	-	-	-	-	-	-
Depreciation/Lease (Identify Item, year purchased, cost)												
Total Depreciation	-	-	-	-	-	-	-	-	-	-	-	-
Interest												
Total Interest	-	-	-	-	-	-	-	-	-	-	-	-
Tags & Licenses												
Total Tags & Licenses	-	-	-	-	-	-	-	-	-	-	-	-
Total Transportation/Travel	-	-	-	-	-	-	-	-	-	-	-	-
Administrative & General												
Advertising												
Total Advertising	-	-	-	-	-	-	-	-	-	-	-	-
Printing												

**PROPOSAL SUBMITTAL REQUIREMENTS**  
**SOLICITATION NO. S55-T25415**

													-
Total Printing	-	-	-	-	-	-	-	-	-	-	-	-	-
Copying													-
													-
													-
Total Copying	-	-	-	-	-	-	-	-	-	-	-	-	-
Office Supplies													-
													-
													-
Total Office supplies	-	-	-	-	-	-	-	-	-	-	-	-	-
Contractual Agreements													-
													-
													-
Total Contractual Agreements	-	-	-	-	-	-	-	-	-	-	-	-	-
Postage													-
													-
													-
Total Postage	-	-	-	-	-	-	-	-	-	-	-	-	-
Telecommunications													-
													-
													-
Total Telecommunication	-	-	-	-	-	-	-	-	-	-	-	-	-
Liability Insurance													-
													-
													-
Total Liability Insurance	-	-	-	-	-	-	-	-	-	-	-	-	-
Legal Fees													-
													-
													-
Total Legal Fees	-	-	-	-	-	-	-	-	-	-	-	-	-

**PROPOSAL SUBMITTAL REQUIREMENTS**  
**SOLICITATION NO. S55-T25415**

<b>Accounting Fees</b>												
<b>Total Accounting Fees</b>	-	-	-	-	-	-	-	-	-	-	-	-
<b>Consulting Fees</b>												
<b>Total Consulting Fees</b>	-	-	-	-	-	-	-	-	-	-	-	-
<b>Other Fees (Explain)</b>												
<b>Total Other Fees</b>	-	-	-	-	-	-	-	-	-	-	-	-
<b>Audit</b>												
<b>Total Audit</b>	-	-	-	-	-	-	-	-	-	-	-	-
<b>Other Misc. (Explain)</b>												
<b>Total other Misc.</b>	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Administrative &amp; General</b>	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total</b>												
<b>Total of all Cost Areas</b>	-	-	-	-	-	-	-	-	-	-	-	-
<b>Percentage of Total Cost</b>										0.000%	0.000%	
<b>Budgeted Meals</b>												
<b>Provider Prepared Meals</b>												
Hot Meals	-											
Frozen Meals	-											
Chilled Meals	-											
Shelf Stable Meals												
<b>Total Provider Prepared Meals</b>	-	-	-	-	-	-	-	-	-	-	-	-
<b>Purchased Meals</b>												
Hot Prepared Meals Purchased from a Supplier or Central Kitchen	-											



<b>PROPOSAL SUBMITTAL REQUIREMENTS</b> <b>SOLICITATION NO. S55-T25415</b>												
Frozen Meals	-											
Chilled Meals	-											
Shelf Stable Meals	-											
Total Purchased Meals	-	-				-	-					
Total Budgeted Meals	-	-				-	-					
% of Total Meals												
Whole Unit Rate		-				-						
AAA Contractors/Vendors may choose to provide required Nutrition Education as a separate service and exclude costs related to Nutrition Education from the meal rate.												
If the cost of Nutrition Education is to be provided as a separate service, enter an N												
to exclude Nutrition Education costs from the meal rate.												

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<p style="text-align: center;"><b>EVALUATION SELECTION PROCESS</b> <b>SOLICITATION NO. S55-T25415</b></p>
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**1.0 EVALUATION SUMMARY:**

- 1.1 The committee will evaluate the proposals in accordance with the evaluation criteria listed below. Proposals will be categorized based on their interest; that is congregate, home delivery or both. The short list of Proposer(s) based upon the initial review of each Proposal received. The short listed Proposer(s) may be scheduled for a structured oral presentation, demonstration and/or interview. Such presentations will be at no cost to the City of Houston. At the end of the oral presentation, demonstration and/or interview, the evaluation of the short listed Proposer(s) will be completed. However, the evaluation committee reserves the right to issue letter(s) of clarity when deemed necessary to any or all Proposer(s). The oral presentations, demonstrations and/or interview may be recorded and/or videotaped.

**2.0 SELECTION PROCESS:**

- 2.1 The award of this contract(s) will be made to the respondent(s) offering the response which best meets the needs of the City. The award will be made based upon Congregate meals sites and the coverage of providers of meals to senior citizens in Harris County. The City may make investigations, as it deems necessary, to determine the capabilities of the Proposer(s) to create, modify and implement the required application modules. The Proposer(s) shall furnish to the City such data as the City may request for this purpose. The City reserves the right to reject any offer if the evidence submitted by or the investigation of the Proposer(s) fails to satisfy the City or the Proposer(s) is deemed unqualified to provide the services contemplated. Each Proposal will be evaluated on the basis of the following evaluation criteria that are listed in order of importance below:

**3.0 EVALUATION CRITERIA:**

**3.1 Responsiveness of Proposal:**

- 3.1.1 Compliance with all the submission requirements of the RFP.

**3.2 Technical Competence:**

- 3.2.1 Quality of the proposed implementation plan including but not limited to adherence to the HCAAA policies when dispensing Congregate and/or Home Delivery Meals and compliance with the RFP scope of work.
- 3.2.2 Financial stability to successfully undertake the project as described in the scope of work.
- 3.2.3 Qualification and experience of proposer to implement and promote the availability of the services in the community as evidenced by relevant experience on comparable projects of similar magnitude.
- 3.2.4 Qualification and experience of key personnel assigned to the project or evidence by their experience in similar roles.
- 3.2.5 Local availability and familiarity with local conditions to successfully implement the program.
- 3.2.6 Level of participation of M/WBB firms.

**3.3 Price:**

- 3.3.1 Reasonableness of budget proposal.

**EVALUATION SELECTION PROCESS**  
**SOLICITATION NO. S55-T25415**

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**EVALUATION SELECTION PROCESS**  
**SOLICITATION NO. S55-T25415**

NOTE: PROPOSAL MUST BE SIGNED AND NOTORIZED BY AN AUTHORIZED REPRESENTATIVE(S) OF THE PROPOSER, WHICH MUST BE THE ACTUAL LEGAL ENTITY THAT WILL PERFORM THE CONTRACT IF AWARDED AND THE TOTAL FIXED PRICE CONTAINED THEREIN SHALL REMAIN FIRM FOR A PERIOD OF ONE-HUNDRED EIGHTY (180) DAYS.

"THE RESPONDENT WARRANTS THAT NO PERSON OR SELLING AGENCY HAS BEEN EMPLOYED OR RETAINED TO SOLICIT OR SECURE THIS CONTRACT UPON AN AGREEMENT OR UNDERSTANDING FOR A COMMISSION, PERCENTAGE, BROKERAGE, OR CONTINGENT FEE, EXCEPTING BONA FIDE EMPLOYEES. FOR BREACH OR VIOLATION OF THIS WARRANTY, THE CITY SHALL HAVE THE RIGHT TO ANNUL THIS AGREEMENT WITHOUT LIABILITY OR, AT ITS DISCRETION, TO DEDUCT FROM THE CONTRACT PRICES OR CONSIDERATION, OR OTHERWISE RECOVER THE FULL AMOUNT OF SUCH COMMISSION, PERCENTAGE, BROKERAGE OR CONTINGENT FEE."

Respectfully Submitted:

\_\_\_\_\_  
(Print or Type Name of Contractor – Full Company Name)

City of Houston Vendor No. (If already doing business with City): \_\_\_\_\_

Federal Identification Number: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of Authorized Officer or Agent)

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address of Contractor: \_\_\_\_\_

Street Address or P.O. Box

\_\_\_\_\_  
City – State – Zip Code

Telephone No. of Contractor: (\_\_\_\_\_) \_\_\_\_\_

Signature, Name and title of Affiant: \_\_\_\_\_

\_\_\_\_\_  
(Notary Public in and for)

\_\_\_\_\_  
County, Texas

My Commission Expires: \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

<b>EXHIBIT I – REFERENCES</b> <b>SOLICITATION NO. S55-T25415</b>
---

**LIST OF PREVIOUS CUSTOMERS**

1. Name: \_\_\_\_\_ Phone No.: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contract Award Date: \_\_\_\_\_ Contract Completion Date: \_\_\_\_\_  
Contract Name/Title: \_\_\_\_\_  
System Description: \_\_\_\_\_  
\_\_\_\_\_
2. Name: \_\_\_\_\_ Phone No.: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contract Award Date: \_\_\_\_\_ Contract Completion Date: \_\_\_\_\_  
Contract Name/Title: \_\_\_\_\_  
System Description: \_\_\_\_\_  
\_\_\_\_\_
3. Name: \_\_\_\_\_ Phone No.: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contract Award Date: \_\_\_\_\_ Contract Completion Date: \_\_\_\_\_  
Contract Name/Title: \_\_\_\_\_  
System Description: \_\_\_\_\_  
\_\_\_\_\_
4. Name: \_\_\_\_\_ Phone No.: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contract Award Date: \_\_\_\_\_ Contract Completion Date: \_\_\_\_\_  
Contract Name/Title: \_\_\_\_\_  
System Description: \_\_\_\_\_  
\_\_\_\_\_

<b>EXHIBIT I – LIST OF SUBCONTRACTOR(S)</b> <b>SOLICITATION NO. S55-T25415</b>
---

The following is a list of Subcontractors we propose to engage on the following items of Work. Any item of Work which does not designate a Subcontractor will be done by the firm submitting the Proposal.

**SUBCONTRACTOR/SUPPLIER**

[illegible]

**EXHIBIT II – MINORITY/WOMEN BUSINESS ENTERPRISES  
CONTRACT REQUIREMENTS  
SOLICITATION NO. S55-T25415**

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**EXHIBIT II – ATTACHMENT “A”: SCHEDULE OF M/WBE PARTICIPATION**  
**SOLICITATION NO. S55-T25415**

DATE OF REPORT: \_\_\_\_\_

BID NO.: \_\_\_\_\_

FORMAL BID TITLE: \_\_\_\_\_

NAME MINORITY/WOMEN SUBCONTRACTOR	OF	OFFICE OF BUSINESS OPPORTUNITY CERTIFICATION NO.	STREET ADDRESS AND CITY, STATE, ZIP CODE	TELEPHONE NO.	SCOPE WORK	OF	AGREE PRICE
TOTAL.....							\$ _____
M/WBE PARTICIPATION AMOUNT.....							\$ _____ %
TOTAL BID AMOUNT.....							\$ _____



**EXHIBIT II – ATTACHMENT “A” (CONTINUED): SCHEDULE OF M/WBE PARTICIPATION**  
**SOLICITATION NO. S55-T25415**

IF YOU HAVE USED YOUR BEST EFFORTS TO CARRY OUT THE CITY'S M/WBE POLICY BY SEEKING SUBCONTRACTS AND SUPPLY AGREEMENTS WITH MINORITY AND WOMEN BUSINESS ENTERPRISES, YET FAILED TO MEET THE STATED PERCENTAGE GOAL OF THIS BID DOCUMENT, LIST BELOW YOUR GOOD FAITH EFFORTS FOR COMPLIANCE (DEFINITION OF REQUIREMENTS CAN BE OBTAINED THROUGH THE OFFICE OF BUSINESS OPPORTUNITY AT (713) 837-9000).

THE UNDERSIGNED WILL ENTER INTO A FORMAL AGREEMENT WITH THE MINORITY AND/OR WOMEN SUBCONTRACTORS AND SUPPLIERS LISTED IN THIS SCHEDULE CONDITIONED UPON AWARD OF A CONTRACT FROM THE CITY.

**NOTE:**  
ALL FIRMS LISTED ABOVE MUST BE CERTIFIED (OR ELIGIBLE FOR CERTIFICATION) BY THE OFFICE OF BUSINESS OPPORTUNITY.  
THIS SCHEDULE OF M/WBE PARTICIPATION SHOULD BE RETURNED, IN DUPLICATE, WITH THE BID FORM.

\_\_\_\_\_  
BIDDER COMPANY NAME

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED OFFICER OR AGENT OF BIDDER

\_\_\_\_\_  
NAME (TYPE OR PRINT)

\_\_\_\_\_  
TITLE

**EXHIBIT II – ATTACHMENT “B”: OFFICE OF BUSINESS OPPORTUNITY  
AND  
CONTRACT COMPLIANCE M/WBE UTILIZATION REPORT  
SOLICITATION NO. S55-T25415**

**Notice of Intent**

**THIS AGREEMENT IS SUBJECT TO MEDIATION AND CAN BE INITIATED BY THE COMPANIES SIGNED BELOW OR THE OFFICE OF BUSINESS OPPORTUNITY.**

To: City of Houston  
Administering Department

Date: \_\_\_\_\_

Project Name and Number \_\_\_\_\_

Bid Amount: \_\_\_\_\_ M/W/SBE Goal: \_\_\_\_\_

\_\_\_\_\_, agrees to enter into a contractual agreement with  
Prime Contractor

\_\_\_\_\_, who will provide the following goods/services in connection  
MWSBE Subcontractor  
with the above-referenced contract:

\_\_\_\_\_ for an estimated amount of \$ \_\_\_\_\_ or \_\_\_\_\_ % of the total contract value.

\_\_\_\_\_ is currently certified with the City of Houston's Office of Business  
(M/W/SBE Subcontractor) Opportunity to function in the aforementioned capacity.

\_\_\_\_\_ Intend to  
Prime Contractor M/W/SBE Subcontractor

work on the above-named contract in accordance with the M/W/DBE Participation Section of the City of Houston Bid Provisions, contingent upon award of the contract to the aforementioned Prime Contractor.

\_\_\_\_\_  
Signed (Prime Contractor)

\_\_\_\_\_  
Signed (M/W/SBE Subcontractor)

\_\_\_\_\_  
Printed Signature

\_\_\_\_\_  
Printed Signature

\_\_\_\_\_  
Title Date

\_\_\_\_\_  
Title Date

<b>EXHIBIT II – ATTACHMENT “C”: CERTIFIED M/WBE SUBCONTRACT TERMS</b> <b>SOLICITATION NO. S55-T25415</b>
---

## **CITY OF HOUSTON CERTIFIED MWSBE SUBCONTRACT TERMS**

Contractor shall ensure that all subcontracts with M/WSBE subcontractors and suppliers are clearly labeled **“THIS CONTRACT IS SUBJECT TO MEDIATION”** and contain the following terms:

1. \_\_\_\_\_(M/WSBE subcontractor) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston’s Office of Business Opportunity Director (“the Director”).
2. \_\_\_\_\_(M/WSBE subcontractor) shall permit representatives of the City of Houston, at all reasonable times, to perform 1) audits of the books and records of the subcontractor, and 2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action or the applicable statute of limitations.
3. Within five (5) business days of execution of this subcontract, Contractor (prime contractor) and Subcontractor shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of such agent.

These provisions apply to goal-oriented contracts. A goal-oriented contract means any contract for the supply of goods or non-professional services in excess of \$100,000.00 for which competitive proposals are required by law; not within the scope of the MBE/WBE/SBE program of the United States Environmental Protection Agency or the United States Department of Transportation; and which the City Chief Procurement Officer has determined to have significant MWSBE subcontracting potential in fields which there are an adequate number of known MBEs , WBE’s, and or SBE’s (if applicable) to compete for City contracts.

The MWSBE policy of the City of Houston will be discussed during the pre-proposal conference. For information, assistance, and/or to receive a copy of the City’s Affirmative Action Policy and/or Ordinance, contact the Office of Business Opportunity Division at 832.393.0600, 611 Walker Street, 7<sup>th</sup> Floor, Houston, Texas 77002.

**EXHIBIT II – ATTACHMENT “D”: OFFICE OF BUSINESS OPPORTUNITY AND  
CONTRACT COMPLIANCE M/WBE UTILIZATION REPORT  
SOLICITATION NO. S55-T25415**

Report Period: \_\_\_\_\_

PROJECT NAME & NUMBER: \_\_\_\_\_

AWARD DATE: \_\_\_\_\_

PRIME CONTRACTOR: \_\_\_\_\_

CONTRACT NO.: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTRACT AMOUNT: \_\_\_\_\_

LIAISON/PHONE NO.: \_\_\_\_\_

M/WBE GOAL: \_\_\_\_\_

M/WBE SUB/VENDOR NAME	DATE OF OBO CERTIFICATION	DATE OF SUBCONTRACT	SUBCONTRACT AMOUNT	% OF TOTAL CONTRACT	AMOUNT PAID TO DATE	% OF CONTRACT TO DATE

Use additional pages if needed. Submit by the 15th day of the following month.  
Provide support documentation on all revenues paid to end of the report period to:  
M/WBE's to reflect up/down variances on Contract amount.

Office of Business Opportunity  
ATTN: Carlecia Wright 713-837-9000  
611 Walker, 7<sup>th</sup> Floor  
Houston, Texas 77002

**SOLICITATION NO.: S55-T25415**

**NOTE: MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE MARKED "PRICING"**

[illegible]

**EXHIBIT IV – INSURANCE REQUIREMENTS AND SAMPLE  
INSURANCE CERTIFICATE  
SOLICITATION NO.: S55-T25415**

To comply with the Terms & Conditions for insurance in a City of Houston Service Contract, the Contractor's Insurance Certificate must be prepared as follows and shall meet the requirements set forth in this Solicitation:

- A. The City of Houston must be listed as an **additional insured** on the face of the Certificate, except those for Worker's Compensation and Employer's Liability.
- B. Each Policy must contain an endorsement to the effect that **the issuer waives any claim or right in the nature of subrogation** to recover against the City, its officers, agents or employees.
- C. The City of Houston must be included in the Insurer's Notification Requirement, which may be accomplished in one of the following ways:
  - 1. By the Contractor's Insurance Agent revising the standard cancellation clause to read substantially as follows (all handwritten strike-outs, additions, and changes to the original text, must all be initialed by the Insurance Agent authorized to make such changes):

=====CANCELLATION=====

J. D.

NON-RENEWED

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE  
THE EXPIRATION

J. D.

DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE  
OF SUCH CHANGE TO THE CERTIFICATE HOLDER NAMED (TO THE LEFT),

=====

AUTHORIZED REPRESENTATIVE OF INSURER John Doe

=====

- O R -

- 2. By Attaching Endorsements in the form attached.
- D. Contractor shall require all subcontractors to carry insurance naming the City as an additional insured and meeting the all of the above requirements except as to amount. The amount shall be commensurate with the amount of the subcontract, but not in no case shall it be less than \$500,000 per occurrence.

Revised - 03/09/95

**CERTIFICATE OF INSURANCE EXPLANATIONS**

<p style="text-align: center;"><b>EXHIBIT IV – INSURANCE REQUIREMENTS AND SAMPLE INSURANCE CERTIFICATE SOLICITATION NO.: S55-T25415</b></p>
---

1. Certificate must not be more than 90 days old.
2. Name and Address of Producer writing coverage.
3. Name of each insurance company providing coverage (as listed in Best's Key Rating Guide or on company's Certificate of Authority on file with Texas Department of Insurance). Each company must have (1) a Certificate of Authority to transact insurance business in Texas or (2) be an eligible non-admitted insurer in the State of Texas and have a Best's rating of B+ or better and a Best's financial size category of class VI or better according to the most current edition Best's Key Rating Guide.
4. Name and address of Insured (as shown on policy)
5. Letter in the column must reference the insurer of the policy being described
6. Must be a policy number; no binders will be accepted
7. Date policy became effective
8. Expiration date must be at least **30** days from date of delivery of certificate
9. Name and file number of project
10. Name of project manager
11. Signature or facsimile signature of authorized representative of Producer (blue ink preferred)
12. All required endorsements must accompany the certificate

<p><b>EXHIBIT IV – INSURANCE REQUIREMENTS AND SAMPLE INSURANCE CERTIFICATE SOLICITATION NO.: S55-T25415</b></p>
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**Insurance & Indemnification:**

In any bid and/or proposal package, you will find specific Insurance & Indemnification project requirements. Specifications will include necessary types of coverage and respective limits of liability. Before you can begin performing any services or delivering any goods on city property, proof of insurance must be provided to the Office of the City chief Procurement Officer. Please complete and submit the Certificate of Insurance (COI) documents located at the following link titled Certificate of Insurance for Awards Under \$50,000 and Over \$50,000 (Page 1-2) <http://purchasing.houstontx.gov/forms.shtml> Note: Page 3 of the COI located at the above link is optional.



# EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR CONTRACT AWARD (\$50K OR MORE) SOLICITATION NO.: S55-T25415



Form Number: 4-01-01  
Revision Date: 05/01/2014

## CERTIFICATE OF INSURANCE FOR SERVICES

This certificate of insurance is provided for informational purposes only. This certificate does not confer any rights or obligations other than the rights and obligations conveyed by the policies referenced on this certificate. The terms of the referenced policies control over the terms of this certificate.

Prior to the beginning of work, the vendor shall obtain the minimum insurance and endorsements specified. Agents must complete the form providing all requested information and submit by fax, U.S. mail, or e-mail as requested by The City of Houston. The endorsements listed below are required as attachments to this certificate; copies of the endorsements are also acceptable. PLEASE ATTACH ALL ENDORSEMENTS TO THIS FORM, AND INCLUDE THE MATCHING POLICY NUMBER ON THE ENDORSEMENT. Only City of Houston certificates of insurance are acceptable; commercial carriers' certificates are not.

Producer: (Insert name of insurance company) **A**

Street/Mailing Address: (Insert address of insurance company)

City: (Insert City) State: (Insert State) Zip Code: (Zip Code) Phone: (Office Phone Number)

Insured: (Insert name of the Contractor) **B**

Street/Mailing Address: (Insert mailing address of Contractor)

City: (Insert City) State: (Insert State) Zip Code: (Zip Code) Phone: (Office Phone Number)

### WORKERS COMPENSATION INSURANCE COVERAGE:

Endorsed with a Waiver of Subrogation in favor of The City of Houston

Waiver of Subrogation Endorsement Number: (Enter) **C**

Carrier Name: (Insert insurance company name) **D** **E** Carrier Phone Number: (Office Phone Number)

NAIC: (Insert NAICS code) **E**

Address: (Insert address of insurance company) City: (Insert City) State: (Insert State) Zip: (Zip Code)

Type of Insurance	Policy Number	Effective Date	Expiration Date	Limits of Liability
Workers Compensation Insurance	<u>(Enter Policy Number)</u> <b>F</b>	<u>(Enter Effective Date)</u> <b>G</b>	<u>(Enter Expiration Date)</u> <b>G</b>	<input type="checkbox"/> W.C. Statutory Limits <input type="checkbox"/> E.L. Each Accident <u>(Enter policy amount)</u> <input type="checkbox"/> E.L. Disease – Each Employee <u>(Enter policy amount)</u> <b>H</b>
Employers' Liability	<u>(Enter Policy Number)</u>	<u>(Enter Effective Date)</u>	<u>(Enter Expiration Date)</u>	E.L. Disease – Policy Limit <u>(Enter policy amount)</u>

### COMMERCIAL GENERAL LIABILITY INSURANCE:

Endorsed with The City of Houston as Additional Insured with a Waiver of Subrogation in favor of The City of Houston

Additional Insured Endorsement Number: (Enter) **I** **C**

Carrier Name: (Insert insurance company name) **D** **E** Subrogation Endorsement #: (Enter Endorsement)

NAIC: (Insert NAICS code) **E** Carrier Phone Number: (Office Phone Number)

Address: (Insert address of insurance company) City: (Insert City) State: (Insert State) Zip: (Zip Code)

Type of Insurance	Policy Number	Effective Date	Expiration Date	Limits of Liability
Commercial General Liability Insurance (choose one)	<u>(Enter Policy Number)</u> <b>F</b>	<u>(Enter Effective Date)</u> <b>G</b>	<u>(Enter Expiration Date)</u> <b>G</b>	<input type="checkbox"/> Each Occurrence: <u>(Enter policy amount)</u> <input type="checkbox"/> Products/Completed Operations Aggregate: <u>(Enter policy amount)</u> <b>H</b> <input type="checkbox"/> General Aggregate: <u>(Enter policy amount)</u>
<input type="checkbox"/> Claims Made <b>J</b> <input type="checkbox"/> Occurrence				

# EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR CONTRACT AWARD (\$50K OR MORE) SOLICITATION NO.: S55-T25415

Form Number: 4002  
Revision Date: 03/01/2014

## AUTOMOBILE LIABILITY INSURANCE:

Endorsed with The City of Houston as Additional Insured		the (Waiver of Subrogation in favor of The City of Houston)	
Additional Insured Endorsement Number: [Enter Endorsement Number]		Waiver of Subrogation Endorsement Number: [Enter Endorsement Number]	
Carrier Name: [Insert insurance company]		Carrier Phone Number: [Office Phone Number]	
NAIC#: [Insert NAIC# code]			
Address: [Insert address of insurance company]		City: [Insert city]	State: [Insert State] Zip: [Zip Code]
Type of Insurance	Policy Number	Effective Date	Expiration Date
<input type="checkbox"/> Any auto	[Enter Policy Number]	[Enter Effective Date]	[Enter Expiration Date]
<input type="checkbox"/> All Owned autos			
<input type="checkbox"/> Hired Autos			
<input type="checkbox"/> Scheduled Autos			
<input type="checkbox"/> Non-owned Autos			
		Limits of Liability	
		Combined Single Limit	
		[Enter policy amount]	
		Bodily Injury (per person)	
		[Enter policy amount]	
		Bodily Injury (per accident)	
		[Enter policy amount]	
		Property Damage (per accident)	
		[Enter policy amount]	

## OTHER INSURANCE COVERAGE: (i.e. Excess Liability, Pollution, Builder's Risk, etc.) other needed insurance: use 3d page for needed information)

Carrier Name: [Insert insurance company]		Carrier Phone Number: [Office Phone Number]	
NAIC#: [Insert NAIC# code]			
Address: [Insert address of insurance company]		City: [Insert city]	State: [Insert State] Zip: [Zip Code]
Type of Insurance	Policy Number	Effective Date	Expiration Date
Excess Liability	[Enter Policy Number]	[Enter Effective Date]	[Enter Expiration Date]
Pollution	[Enter Policy Number]	[Enter Effective Date]	[Enter Expiration Date]
Builder's Risk	[Enter Policy Number]	[Enter Effective Date]	[Enter Expiration Date]
Other [Enter Other Insurance]	[Enter Policy Number]	[Enter Effective Date]	[Enter Expiration Date]
Other [Enter Other Insurance]	[Enter Policy Number]	[Enter Effective Date]	[Enter Expiration Date]
		Limits of Liability	
		[Enter policy amount]	
		[Enter policy amount]	
		[Enter policy amount]	

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE CONTRACT PROVISIONS.

## PROJECT DESCRIPTION (Insert Project Manager Name, City Department and Mailing Address, and WBS Number)

[Insert Project Manager Name / City Department and Mailing Address / WBS Number and Project Description]	
--	--

## AGENT CERTIFICATION

THIS IS TO CERTIFY TO THE CITY OF HOUSTON that the insurance policies above are in full force and effect.

Name of Insurance Company: [Insert Insurance Company]		Name of Authorized Agent: [Insert Name of Insurance Agent]	
Company Address: [Insert address of Insurance Company]		Agent's Address: [Insert address of Insurance agent]	
City: [Insert city]	State: [Insert State]	City: [Insert city]	State: [Insert State]
Zip: [Zip Code]		Zip: [Zip Code]	
Authorized Agent's Phone Number (including Area Code)		Original Signature of Authorized Agent	
[Office Phone Number]		[Signature]	
		Date (Date of Signature)	

# EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR CONTRACT AWARD (\$50K OR MORE) SOLICITATION NO.: S55-T25415

Form Number: S55-T25415  
Revision Date: 05/01/2014

Additional Notes:

## WORKERS COMPENSATION INSURANCE COVERAGE

	Q	

## COMMERCIAL GENERAL LIABILITY INSURANCE

	Q	

## AUTOMOBILE LIABILITY INSURANCE

	Q	

## OTHER INSURANCE COVERAGE

	Q	

## Additional Carrier Information (if multiple carriers providing insurance)

Carrier Name: [Insert Insurance Company Name]  
NAIC#: [Insert NAICS code]  
Carrier Phone Number: [Insert Office Phone Number]  
Type of Insurance: [Insert specific type of insurance]

D

E

Carrier Name: [Insert Insurance Company Name]  
NAIC#: [Insert NAICS code]  
Carrier Phone Number: [Insert Office Phone Number]  
Type of Insurance: [Insert specific type of insurance]

D

E

Carrier Name: [Insert Insurance Company Name]  
NAIC#: [Insert NAICS code]  
Carrier Phone Number: [Insert Office Phone Number]  
Type of Insurance: [Insert specific type of insurance]

D

E

# EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR CONTRACT AWARD (\$50K OR MORE) SOLICITATION NO.: S55-T25415

FORM NUMBER: HOU2  
EDITION DATE: 05/01/2014

Complete the certificate of insurance with the information listed below:  
(Instructions for completing and submitting a certificate to the City of Houston)

- A) The Producer is the Insurance Agency. Fill in the complete name, address, and telephone number for the insurance agency.
  - 1) The City requires all insurance companies to be authorized to do business in the State of Texas and be rated by A.M. Best with a rating of B+ (or better) Class VI (or higher) or otherwise be acceptable to the City if not rated by A. M. Best.
- B) The Insured is the entity vendor entering into a contract with the City of Houston. Fill in the complete name, address, and telephone number.
- C) Please provide the form number for the Waiver of Subrogation Endorsement. The City of Houston's preferred endorsement form is Waiver of Transfer of Rights of Recovery against Others – CG2404. Use of the preferred endorsement will expedite execution of the agreement.
- D) The Carrier is the insurance company providing the specific coverage. Fill in the complete name and address for the insurance company providing coverage.
- E) NAIC # means a number assigned by the National Association of Insurance Commissioners to all insurance companies.
- F) Fill in the Insurance Policy number.
- G) Insurance policies must be in effect at the time of contract. If any policy has expired, a new Certificate of Insurance must be submitted with the new policy information.
- H) Fill in the limit for the Insurance Policy.
- I) Additional Insured Endorsement Number. The City of Houston's preferred endorsement form is Additional Insured Endorsement – CA0403. Use of the preferred endorsement will expedite execution of the agreement.
- J) General Liability Insurance Policy. The specific coverage must be specified: Claims Made or Occurrence. Occurrence coverage is preferred, but Claims Made coverage may be accepted subject to approval by the City of Houston.
- K) Automobile Liability Insurance. Any Auto OR All Owned Autos, Hired Autos and Non-Owned Autos must be checked. The City of Houston's preferred endorsement form is Business Auto Extension Endorsement – CAT353. Use of the preferred endorsement will expedite execution of the agreement.
- L) Choose the necessary insurance by underlining it. Builder's Risk Policy is for construction projects, as designated by the City. Professional Liability Coverage is for professional services, if required by the City. Umbrella Coverage must be checked in this section and by occurrence when it is required by contract and in accordance with the contract value.
- M) The name and contact information of the Producer providing the insurance.
- N) The name and contact information for the Authorized Agent of the Producer, including the area code and phone number.
- O) The original signature of the Authorized Agent.

**EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR  
CONTRACT AWARD (\$50K OR MORE)  
SOLICITATION NO.: S55-T25415**

Form Number: HOU2  
Edition Date: 05/01/2014

- P) The vendor should place the required Project Description information (Project Manager Name, City Department and Mailing Address, and WBS Number) here. This information was previously placed in the

**[END OF DOCUMENT]**

<p style="text-align: center;"><b>EXHIBIT V – FAIR CAMPAIGN ORDINANCE</b> <b>SOLICITATION NO.: S55-T25415</b></p>
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The City of Houston Fair Campaign Ordinance makes it unlawful for a Contractor to offer any contribution to a candidate for City elective office (including elected officers and officers-elect). All respondents to this invitation to bid must comply with Houston Code of Ordinances Chapter 18 as amended relating to the contribution and solicitation of funds for election campaigns. Provisions of this ordinance are provided in part in the paragraphs that follow. Complete copies may be obtained from the office of the City Secretary.

Candidates for city office may neither solicit nor receive contributions except during a period commencing 270 calendar days prior to an election date for which a person is a candidate for such office and ending 90 calendar days after the election date, including run off elections if such candidate is on the ballot.

Further, it shall be unlawful either for any person who submits a Bid or Proposal to contribute or offer any contribution to a candidate or for any candidate to solicit or accept any contribution from such person for a period commencing at the time of posting of the City Council Meeting Agenda including an item for the award of the Contract and ending upon the 30th day after the award of the Contract by City Council.

For the purposes of this Ordinance, a **Contract** is defined as each Contract having a value in excess of \$30,000 that is let by the City for professional services, personal services, or other goods or services of any other nature whether the Contract is awarded on a negotiated basis, request for Proposal basis, competitive Proposal basis or formal sealed competitive Bids. The term **Contractor** includes proprietors of proprietorships, partners having an equity interest of 10% or more of partnerships, (including limited liability partnerships and companies), all officers and directors of corporations (including limited liability corporations), and all holders of 10% or more of the outstanding shares of corporations.

**A STATEMENT DISCLOSING THE NAMES AND BUSINESS ADDRESSES EACH OF THOSE PERSONS WILL BE REQUIRED TO BE SUBMITTED WITH EACH BID OR PROPOSAL FOR A CITY CONTRACT.** Completion of the attached form entitled "**Contractor Submission List**" will satisfy this requirement. Failure to provide this information may be just cause for rejection of your Bid or Proposal.

<div>EXHIBIT V – FORM “A”: FAIR CAMPAIGN SOLICITATION NO.: S55-T25415</div>
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CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE

The City of Houston Fair Campaign Ordinance makes it unlawful for a Contractor to offer any contribution to a candidate for City elective office (including elected officers-elect) during a certain period of time prior to and following the award of the Contract by the City Council. The term “Contractor” Includes proprietors of proprietorships, partners or joint venture’s having an equity interest of 10 percent or more for the partnership or Joint venture, and officers, directors and holders of 10 percent or more of the outstanding shares of corporations. A statement disclosing the names and business addresses of each of those persons will be required to be submitted with each Bid or Proposal for a City Contract. See Chapter 18 of the Code of Ordinances, Houston, Texas, for further information.

This list is submitted under the Provisions of Section 18-36(b) of the Code of Ordinances, Houston, Texas, in connection with the attached Proposal, submission or bid of:

Firm or Company Name: \_\_\_\_\_

Firm or Company Address: \_\_\_\_\_

**The firm/company is organized as a (Check one as applicable) and attach additional pages if needed to supply the required names and addresses:**

☐ **SOLE PROPRIETORSHIP**

Name_____	_____
Proprietor	Address

☐ **A PARTNERSHIP**

**List each partner having equity interest of 10% or more of partnership (if none state “none”):**

Name_____	_____
Partner	Address

Name_____	_____
Partner	Address

☐ **A CORPORATION**

**List all directors of the corporation (if none state “none”):**

Name_____	_____
Director	Address

Name_____	_____
Director	Address

Name_____	_____
Director	Address

**EXHIBIT V – FORM “A”: FAIR CAMPAIGN**  
**SOLICITATION NO.: S55-T25415**

**List all officers of the corporation (if none state none”):**

Name _____	_____
Officer	Address

Name _____	_____
Officer	Address

Name _____	_____
Officer	Address

**List all individuals owning 10% or more of outstanding shares of stock of the corporation (if none state “none”):**

Name _____	_____
	Address

Name _____	_____
	Address

Name _____	_____
	Address

**I certify that I am duly authorized to submit this list on behalf of the firm, that I am associated with the firm in the capacity noted below and that I have personal knowledge of the accuracy of the information provided herein.**

\_\_\_\_\_  
Preparer

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**Note:** This list constitutes a **government record** as defined by § 37.01 of the Texas Penal Code.

8/23/01



<p style="text-align: center;"><b>EXHIBIT VI: CONTRACTOR OWNERSHIP DISCLOSURE ORDINANCE SOLICITATION NO.: S55-T25415</b></p>
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City Council requires knowledge of the identities of the owners of entities seeking to Contract with the City in order to review their indebtedness to the City prior to entering Contracts. Therefore, all respondents to this Invitation to Bid must comply with Houston Code of Ordinances Chapter 15, as amended (Sections 15-122 through 15-126) relating to the disclosure of owners of entities bidding on, proposing for or receiving City contracts. Provisions of this ordinance are provided in part in the paragraphs that follow. Complete copies may be obtained from the office of the City Secretary.

Contracting entity means a sole proprietorship, corporation, non-profit corporation, partnership, joint venture, limited liability company, or other entity that seeks to enter into a contract requiring approval by the Council but excluding governmental entities.

A contracting entity must submit at the time of its Bid or Proposal, an affidavit listing the full names and the business and residence addresses of all persons owning five percent or more of a contracting entity or, where a contracting entity is a non-profit corporation, the full names and the business and residence addresses of all officers of the non-profit corporation.

Completion of the **"Affidavit of Ownership or Control,"** included herein, and submitted with the Official Bid or Proposal Form will satisfy this requirement. Failure to provide this information may be just cause for rejection of your Bid or Proposal.

**EXHIBIT VI: AFFIDAVIT OF OWNERSHIP OR CONTROL**  
**SOLICITATION NO.: S55-T25415**

ORIG. DEPT.: \_\_\_\_\_

FILE/I.D. NO.: \_\_\_\_\_

**INSTRUCTION:** ENTITIES USING AN ASSUMED NAME SHOULD DISCLOSE SUCH FACT TO AVOID REJECTION OF THE AFFIDAVIT. THE FOLLOWING FORMAT IS RECOMMENDED: CORPORATE/LEGAL NAME DBA ASSUMED NAME.

STATE OF \_\_\_\_\_

§  
§  
§

**AFFIDAVIT OF OWNERSHIP OR CONTROL**

COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_ [FULL NAME] (hereafter "Affiant"),  
\_\_\_\_\_ [STATE TITLE/CAPACITY WITH CONTRACTING  
ENTITY] of \_\_\_\_\_

[CONTRACTING ENTITY'S CORPORATE/LEGAL NAME] ("Contracting Entity"), who being by me duly sworn on oath stated as follows:

1. Affiant is authorized to give this affidavit and has personal knowledge of the facts and matters herein stated.

2. Contracting Entity seeks to do business with the City in connection with  
\_\_\_\_\_ [DESCRIBE PROJECT OR MATTER] which is expected to be in an amount that exceeds \$50,000.

3. The following information is submitted in connection with the proposal, submission or bid of Contracting Entity in connection with the above described project or matter.

4. Contracting Entity is organized as a business entity as noted below (check box as applicable).

**FOR PROFIT ENTITY:**

**NON-PROFIT ENTITY:**

- ☐ SOLE PROPRIETORSHIP
- ☐ CORPORATION
- ☐ PARTNERSHIP
- ☐ LIMITED PARTNERSHIP
- ☐ JOINT VENTURE
- ☐ LIMITED LIABILITY COMPANY
- ☐ OTHER (Specify type in space below)

- ☐ NON-PROFIT CORPORATION
- ☐ UNINCORPORATED ASSOCIATION

## EXHIBIT VI: AFFIDAVIT OF OWNERSHIP OR CONTROL

SOLICITATION NO.: S55-T25415

5. The information shown below is true and correct for the Contracting Entity and all owners of 5% or more of the Contracting Entity and, where the Contracting Entity is a non-profit entity, the required information has been shown for each officer, *i.e.*, president, vice-president, secretary, treasurer, etc. **[NOTE: IN ALL CASES, USE FULL NAMES, LOCAL BUSINESS AND RESIDENCE ADDRESSES AND TELEPHONE NUMBERS. DO NOT USE POST OFFICE BOXES FOR ANY ADDRESS. INCLUSION OF E-MAIL ADDRESSES IS OPTIONAL, BUT RECOMMENDED. ATTACH ADDITIONAL SHEETS AS NEEDED.]**

### **Contracting Entity**

Name: \_\_\_\_\_

Business Address **[No./STREET]** \_\_\_\_\_

**[CITY/STATE/ZIP CODE]** \_\_\_\_\_

Telephone Number (\_\_\_\_\_) \_\_\_\_\_

Email Address **[OPTIONAL]** \_\_\_\_\_

Residence Address **[No./STREET]** \_\_\_\_\_

**[CITY/STATE/ZIP CODE]** \_\_\_\_\_

Telephone Number (\_\_\_\_\_) \_\_\_\_\_

Email Address **[OPTIONAL]** \_\_\_\_\_

### **5% Owner(s) or More (IF NONE, STATE "NONE.")**

Name: \_\_\_\_\_

Business Address **[No./STREET]** \_\_\_\_\_

**[CITY/STATE/ZIP CODE]** \_\_\_\_\_

Telephone Number (\_\_\_\_\_) \_\_\_\_\_

Email Address **[OPTIONAL]** \_\_\_\_\_

Residence Address **[No./STREET]** \_\_\_\_\_

**[CITY/STATE/ZIP CODE]** \_\_\_\_\_

Telephone Number (\_\_\_\_\_) \_\_\_\_\_

Email Address **[OPTIONAL]** \_\_\_\_\_

## EXHIBIT VI: AFFIDAVIT OF OWNERSHIP OR CONTROL

SOLICITATION NO.: S55-T25415

### 6. *Optional Information*

Contracting Entity and/or \_\_\_\_\_ [NAME OF OWNER OR NON-PROFIT OFFICER] is actively protesting, challenging or appealing the accuracy and/or amount of taxes levied against \_\_\_\_\_ [CONTRACTING ENTITY, OWNER OR NON-PROFIT OFFICER] as follows:

Name of Debtor: \_\_\_\_\_

Tax Account Nos. \_\_\_\_\_

Case or File Nos. \_\_\_\_\_

Attorney/Agent Name \_\_\_\_\_

Attorney/Agent Phone No. (\_\_\_\_\_) \_\_\_\_\_

Tax Years \_\_\_\_\_

Status of Appeal [DESCRIBE] \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Affiant certifies that he or she is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein, and that the information provided herein is true and correct to the best of Affiant's knowledge and belief.

\_\_\_\_\_  
Affiant

**SWORN TO AND SUBSCRIBED** before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(Seal)

\_\_\_\_\_  
Notary Public

#### **NOTE:**

This affidavit constitutes a **government record** as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in Section 37.10 of the Texas Penal Code. Attach additional pages if needed to supply the required names and addresses.

**EXHIBIT VII: DRUG DETECTION AND DETERRENCE  
PROCEDURES FOR CONTRACTORS  
SOLICITATION NO.: S55-T25415**

- (a) It is the policy of the City to achieve a drug-free workforce and to provide a workplace that is free from the use of illegal drugs and alcohol. It is also the policy of the City that the manufacture, distribution, dispensation, possession, sale or use of illegal drugs or alcohol by contractors while on City premises is prohibited. By executing this Contract, Contractor represents and certifies that it meets and shall comply with all the requirements and procedures set forth in the Mayor's Policy on Drug Detection and Deterrence, City Council Motion No. 92-1971 ("Mayor's Policy") and the Mayor's Drug Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 ("Executive Order"), both of which are on file in the Office of the City Secretary.
- (b) Confirming its compliance with the Mayor's Policy and Executive Order, Contractor, as a condition precedent to City's obligations under this Contract, will have filed with the Contract Compliance Officer for Drug Testing ("CCODT"), prior to execution of this Contract by the City, (i) a copy of its drug-free workplace policy, (ii) the Drug Policy Compliance Agreement substantially in the format set forth in Attachment "A" to the Executive Order, together with a written designation of all safety impact positions, and (iii) if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the format set forth in Attachment "C" to the Executive Order. If Contractor files written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every six (6) months during the performance of this Contract or upon the completion of this Contract if performance is less than six (6) months, a Drug Policy Compliance Declaration in a form substantially similar to Attachment "B" to the Executive Order. The Drug Policy Compliance Declaration shall be submitted to the CCODT within thirty days of completion of this Contract. The first six (6) month period shall begin to run on the date City issues its notice to proceed hereunder or if no notice to proceed is issued, on the first day Contractor begins work under this Contract.
- (c) Contractor shall have the continuing obligation to file with the CCODT written designations of safety impact positions and Drug Policy Compliance Declarations at anytime during the performance of this Contract that safety impact positions are added if initially no safety impact positions were designated. Contractor also shall have the continuing obligation to file updated designations of safety impact positions with the CCODT when additional safety impact positions are added to Contractor's employee work force.
- (d) The failure of Contractor to comply with the above Sections shall be a breach of this Contract entitling City to terminate in accordance with Article IV.

**EXHIBIT VII – ATTACHMENT “A”  
DRUG POLICY COMPLIANCE AGREEMENT  
SOLICITATION NO.: S55-T25415**

I, \_\_\_\_\_ as an owner or officer of  
(Name) (Print/Type) (Title)  
\_\_\_\_\_  
(Name of Company) (Contractor)

have authority to bind Contractor with respect to its bid, offer or performance of any and all contracts it may enter into with the City of Houston; and that by making this Agreement, I affirm that the Contractor is aware of and by the time the Contract is awarded will be bound by and agree to designate appropriate safety impact positions for company employee positions, and to comply with the following requirements before the City issues a notice to proceed.

1. Develop and implement a written Drug Free Workplace Policy and related drug testing procedures for the Contractor that meet the criteria and requirements established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Drug Policy) and the Mayor's Drug Detection and Deterrence Procedures for Contractors (Executive Order No. 1-31).
2. Obtain a facility to collect urine samples consistent with Health and Human Services (HHS) guidelines and a HHS certified drug testing laboratory to perform the drug tests.
3. Monitor and keep records of drug tests given and the results; and upon request from the City of Houston, provide confirmation of such testing and results.
4. Submit semi-annual Drug Policy Compliance Declarations.

I affirm on behalf of the Contractor that full compliance with the Mayor's Drug Policy and Executive Order No. 1-31 is a material condition of the contract with the City of Houston.

I further acknowledge that falsification, failure to comply with or failure to timely submit declarations and/or documentation in compliance with the Mayor's Drug Policy and/or Executive Order No. 1-31 will be considered a breach of the contract with the City and may result in non-award or termination of the Contract by the City of Houston.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**EXHIBIT VII – ATTACHMENT “B”**  
**DRUG POLICY COMPLIANCE DECLARATION**  
**SOLICITATION NO.: S55-T25415**

I, \_\_\_\_\_ as an owner or officer of  
(Name) (Print/Type) (Title)

\_\_\_\_\_  
(Name of Company) (Contractor)

have personal knowledge and full authority to make the following declarations:

This reporting period covers the preceding six months from \_\_\_\_\_ to \_\_\_\_\_, 19\_\_\_\_\_.

\_\_\_\_\_ A written Drug Free Workplace Policy has been implemented and employees notified. The policy **Initials** meets the criteria established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Policy).

\_\_\_\_\_ Written drug testing procedures have been implemented in conformity with the Mayor's Drug **Initials** Detection and Deterrence Procedures for Contractors, Executive Order 1-31. Employees have been notified of such procedures.

\_\_\_\_\_ Collection/testing has been conducted in compliance with federal Health and Human Services **Initials** (HHS) guidelines.

\_\_\_\_\_ Appropriate safety impact positions have been designated for employee positions performing on **Initials** the City of Houston contract. The number of employees on safety impact positions during this reporting period is \_\_\_\_\_.

\_\_\_\_\_ From \_\_\_\_\_ to \_\_\_\_\_ the following testing has occurred.  
**Initials** (start date) (end date)

	<u>Random</u>	<u>Reasonable Suspicion</u>	<u>Post Accident</u>	<u>Total</u>
Number of Employees Tested	_____	_____	_____	_____
Number of Employees Positive	_____	_____	_____	_____
Percent Employees Positive	_____	_____	_____	_____

\_\_\_\_\_ Any employee who tested positive was immediately removed from the City worksite consistent with the **(Initials)** Mayor's Policy and Executive Order No. 1-31.

\_\_\_\_\_ I affirm that falsification or failure to submit this declaration timely in accordance with established guidelines **(Initials)** will be considered a breach of Contract.

I declare under penalty of perjury that the affirmations made herein and all information contained in this declaration are within my personal knowledge and are true and correct.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

I,		
(Name)	(Print/Type)	(Title)


**ATTACHMENT "D"**

DATE	CONTRACTOR'S NAME
	SIGNATURE
	TITLE



<p><b>EXHIBIT VIII – ANTI-COLLUSION STATEMENT</b> <b>SOLICITATION NO.: S55-T25415</b></p>
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**Anti-Collusion Statement**

The undersigned, as Proposer, certifies that the only person or parties interested in this Proposal as principals are those named herein; that the Proposer has not, either directly or indirectly entered into any Agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the award of this Contract.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Proposer Signature

# EXHIBIT IX – CONFLICT OF INTEREST QUESTIONNAIRE

## SOLICITATION NO.: S55-T25415

### **CONFLICT OF INTEREST QUESTIONNAIRE:**

Chapter 176.006 of the Local Government Code ("the code") requires a Vendor/Contractor to file a Conflict of Interest Questionnaire (CIQ) with the City.

**NOTE:** Vendors/Contractors or Agents should **not** complete the CIQ if a conflict, as described below, **does not exist**. **Only Vendors/Contractors or Agents that actually have a conflict, as described below, must file a CIQ.**

### **Who must file a CIQ?**

A Vendor/Contractor or Agent of a Vendor/Contractor does not have to file a CIQ unless they intend to enter or is considering entering into a contract with the City or:

1. has an employment or other business relationship with the Local Government Officer/Family Member; or
2. has given the Local Government Officer/Family Member one or more gifts with the aggregate value exceeding \$250.00.

### **When must the Vendor/Contractor or Agent file a CIQ?**

The completed CIQ must be filed with the City Chief Procurement Officer not later than the 7<sup>th</sup> business day after the date the Vendor/Contractor or Agent:

1. begins discussions or negotiations to enter into a contract with the City;
2. submits an application to the City in response to a request for proposals or bids, correspondence, or any other writing related to a potential contract with the City;
3. becomes aware of an employment or other business relations with the Local Government Officer/Family Member;
4. becomes aware that he/she has given one or more gifts to the Local Government Officer/Family Member that exceeds \$250.00; or
5. an event that would make the CIQ incomplete or inaccurate.

### **What is a business relationship?**

Under Chapter 176, business relationship means a connection between two or more parties based on the commercial activity of one of the parties. The term does not include:

1. a transaction that is subject to a rate or fee regulation by a governmental entity;
2. a transaction conducted at a price and subject to terms available to the public; or
3. a purchase or lease of goods or services from a person who is chartered by a state or federal agency and is subject to regular examination and reporting to that agency.

The Conflict of Interest Questionnaire is available for downloading from the Texas Ethics Commission's website at <http://www.ethics.state.tx.us/forms/CIQ.pdf>.

The Original Conflict of Interest Questionnaire shall be filed with the Administration and Regulatory Affairs Department's Record Administration (Lourdes Coss, City Chief Procurement Officer, 901 Bagby, Concourse Level, Houston, Texas 77002). Vendors and Contractors required to file shall include a copy of the form as part of the BID/Proposal package. **Any questions about filling out this form should be directed to your attorney.**

**EXHIBIT IX – CONFLICT OF INTEREST QUESTIONNAIRE**  
**SOLICITATION NO.: S55-T25415**

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# EXHIBIT IX – CONFLICT OF INTEREST QUESTIONNAIRE

## SOLICITATION NO.: S55-T25415

### CONFLICT OF INTEREST QUESTIONNAIRE

**FORM CIQ****For vendor or other person doing business with local governmental entity**

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

**OFFICE USE ONLY**

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐

Yes

☐

No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐

Yes

☐

No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐

Yes

☐

No

D. Describe each employment or business relationship with the local government officer named in this section.

4

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

Adopted 06/29/2007

# EXHIBIT X – PAY OR PLAY PROGRAM REQUIREMENTS

## SOLICITATION NO.: S55-T25415

### I. Pay or Play Program Elements

#### A. Purpose

Authorized by Ordinance 2007-534 and Executive Order 1-7, the purpose of the Pay or Play Program is (1) to create a more level playing field among competing contractors so that those who provide health benefits to their employees are not disadvantaged in the bidding process; and 2) to recognize and account for the fact that there are costs associated with the health care of the uninsured.

#### B. Program Elements

1. Covered Contracts: Contracts covered by the program are those that are advertised after July 1, 2007, which are valued at or above \$100,000 and are not primarily for the procurement of property, goods, supplies or equipment.
2. Covered employees: This program applies to employees of a covered Contractor or Subcontractor, including Contract labor, who are over age 18, work at least 30 hours per week and work any amount of time under a covered city Contract or Subcontract.
3. Compliance with the program means that the Contractor either:
  - “Pays” by contributing \$1.00 per covered employee per hour for work performed under the Contract with the City; or
  - “Plays” by offering health benefits to covered employees. Health benefits must meet or exceed the following standards:
    - The employer will contribute no less than \$150 per covered employee per month toward the total premium cost.
    - The employee contribution, if any amount, will be no greater than 50% of the total monthly premium cost.
4. Subcontracts: The Prime Contractor is responsible for compliance on behalf of covered employees, including Contract labor, of subcontractors with subcontracts valued at or greater than \$200,000, if the Subcontract is not primarily for the procurement of property, goods, supplies or equipment. Subcontractor compliance includes submission of applicable reports and/or payments to the Prime, as well as maintenance of records.
1. Exemptions/Waivers: The City of Houston will award a Contract to a Contractor that neither Pays nor Plays only if the Contractor has received an approved waiver.
2. Administration: Contractor performance in meeting Pay or Play program requirements will be managed by the contracting department. The Office of Affirmative Action and Contract Compliance will have administrative oversight of the program, including audit responsibilities. Questions about the program should be referred to the department POP Liaison or the Office of Affirmative Action and Contract Compliance.

# EXHIBIT X – PAY OR PLAY PROGRAM REQUIREMENTS

## SOLICITATION NO.: S55-T25415

### II. Documentation and Reporting Requirements

#### A. Document that must be signed and returned to administering department with the Bid/Proposal.

1. Notice to Prospective City Contractors (Form POP-1A) acknowledges Bidder/Proposers' knowledge of the program and its requirements, and the intention to comply.

#### B. Documents that must be signed and returned to administering department within a period designated by the department's Contract Administrator, upon notification of low Bidder or successful Proposer status:

1. Certification of Contractor's Intent to Comply with Pay or Play Program (Form POP-2). Note Contractors that opt to "play" must provide proof of coverage, including documentation from insurance provider, and names of covered employees.
2. List of Participating Subcontractors (Form POP-3).

#### C. The Contractor will comply with the following reporting requirements:

1. Contractors that opt to Play  
Provide periodic reports to the Contract administrator showing proof of coverage. Reporting schedule will be determined by administering department based on length of Contract. (Form POP-7.)
2. Contractors that opt to Pay  
Provide monthly reports to administering department, detailing names of employees, hours worked, exemptions (if any) and amount owed. (Form POP-5.)

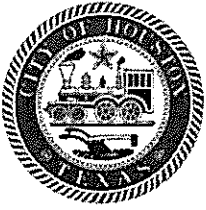
Contractors shall submit an initial report with the second invoice to the department. Payments based on monthly reports are due to the contracting department with submission of the following month's invoice. Payments may be made via wire transfer, provided that proof of transaction is submitted to administering department.

### III. Compliance and Enforcement

The Office of Business Opportunity (OBO) and Contract Compliance Office will audit program compliance. Contractors willfully violating or misrepresenting POP program compliance will be subject to corrective and/or punitive action, including but not limited to the assessment of fines and penalties and/or debarment.

The Pay or Play Program Requirements Form (POP-1) and all other POP Forms are available for downloading from the City of Houston's Website at <http://www.houstontx.gov/aacc/popforms.html>

**EXHIBIT X – FORM “1A”**  
**PAY OR PLAY PROGRAM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: S55-T25415**



**What this form does.** This form acknowledges your awareness of the Pay or Play program. Your signature affirms that you will comply with the requirements of the program if you are the successful Bidder/Proposer, and ensure the same on behalf of subcontracts subject to the Pay or Play Program.

If you cannot make this assurance now, do not return this form.

**For more information, contact the Contract Administrator.**

**Routing.** Return this form with your Bid or Proposal.

I declare under penalty of perjury under the laws of the State of Texas that if awarded a contract, I will comply with the requirements of the Pay or Play Program.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
City Vendor ID

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
E-Mail Address

**EXHIBIT X – FORM “2”  
PAY OR PLAY PROGRAM CERTIFICATE OF AGREEMENT  
SOLICITATION NO.: S55-T25415**

Contractor Name: \_\_\_\_\_ \$ \_\_\_\_\_  
(Contractor/Subcontractor) (Amount of Contract)

Contractor Address: \_\_\_\_\_

Project No.: [GFS/CIP/AIP/File No.] \_\_\_\_\_

Project Name: [Legal Project Name]

POP Liaison Name: \_\_\_\_\_

In accordance with the City of Houston Pay or Play Program authorized by Ordinance 2007-534 and Executive Order 1-7, Contractor/Subcontractor agrees to abide by the terms of this Program. This certification is required of all contractors for contracts subject to the program. You must agree EITHER to PAY or to PLAY for all covered employees. The Contractor/Subcontractor may also Pay on behalf of some covered employees and Play on behalf of other covered employees.

The Contractor/Subcontractor will comply with all provisions of the Pay or Play Program and will furnish all information and reports requested to determine compliance with program requirements of the Pay or Play Program (See Executive Order 1-7 for the terms of the Pay or Play program) The criteria of the program is as follows:

The Contractor/Subcontractor agrees to **"Pay"** \$1.00 per hour for work performed by covered employees under the contract with the City. If independent contract labor is utilized the Contractor/Subcontractor agrees to report hours worked by the independent contract laborer and pay \$1.00 per hour for work performed.

Otherwise the Contractor/Subcontractor agrees to **“Play”** by providing health benefits to each covered employee. The health benefits must meet the following criteria:

1. The employer will contribute no less than \$150 per employee per month toward the total premium cost for single coverage only; and
2. The employee contribution, if any amount, will be no greater than 50% of the total premium cost and no more than \$150 per month.
3. Pursuant to E.O. 1-7 section 4.04 a contractor is deemed to have complied with respect to a covered employee who is not provided health benefits if the employee refuses the benefits and the employee's contribution to the premium is no more than \$40 per month.

Please select whether you choose to:	Pay	Play	Both

The Contractor/Subcontractor will file compliance reports with the City, which will include activity for covered employees subject to the program, in the form and to the extent requested by the administering department. Compliance reports shall contain information including, but not limited to, documentation showing employee health coverage and employee work records. **Note: The Contractor is responsible to the City for the compliance of covered employees of covered subcontractors and only forms that are accurate and complete will be accepted.**

<b>*Estimated Number of:</b>	<b>Prime Contractor</b>	<b>Sub-Contractor</b>
Total Employees on City Job		
Covered Employees		
Non-Covered Employees		
Exempt Employees		

\*Required

I hereby certify that the above information is true and correct.

CONTRACTOR (Signature)

DATE \_\_\_\_\_

NAME AND TITLE (Print or Type)